

COLLECTIVE BARGAINING AGREEMENT

Between

THE BERGEN COUNTY SHERIFF

and

THE POLICEMEN'S BENEVOLENT ASSOCIATION

P.B.A. LOCAL #134A

January 1, 2019

Through

December 31, 2025

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THIS AGREEMENT made this 18th day of February, 2022 between the BERGEN COUNTY SHERIFF, a constitutional officer of the State of New Jersey with its principal place of business located at Court Street, Hackensack, Bergen County, New Jersey, 07601, hereinafter referred to as the "Employer", and PBA LOCAL 134A, a public corporation, hereinafter referred to as the "ASSOCIATION".

WHEREAS, the ASSOCIATION has previously been recognized by the Bergen County Sheriff as the representative of all employees in a bargaining unit consisting solely and exclusively of the titles: Captains, Inspectors, Deputy Chiefs, Chief, Deputy Warden and Warden at the discretion of the Sheriff and said bargaining unit expressly excludes all clerical, blue collar, professional and confidential employees, Corrections Officers, Sheriff's Officers, Sergeants, Lieutenants and managerial executives as defined by the Act and as interpreted and defined by the New Jersey Public Employment Relations Commission and by Courts of competent jurisdiction and hereinafter referred to as the "ASSOCIATION";

WHEREAS, the Bergen County Sheriff and the Association have bargained collectively for the purpose of entering into an Agreement concerning salaries, hours of work and other negotiable terms and conditions of employment as defined by law.

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

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the ASSOCIATION as the exclusive representative of all employees in the bargaining unit.

1.2 The term "employee" is defined to include singular and plural and male and female, as may be required for the reasonable interpretation of this Agreement.

ARTICLE 2 - TERM OF AGREEMENT

2.1 The term of this Agreement shall be from January 1, 2019 through December 31, 2025, and it shall remain in full force and effect until a Successor Agreement is executed and it shall be retroactive to January 1, 2019, unless otherwise provided.

ARTICLE 3 - PRESERVATION OF RIGHTS

3.1 Nothing in this Agreement shall abrogate the existing inherent management rights of the Employer as set forth in the statutes of the State of New Jersey as interpreted by a Court of competent jurisdiction.

3.2 All benefits owing to employees by the Employer, which existed prior to this collective agreement and which have not been reduced to writing and incorporated into this Agreement, or which have not been changed or otherwise modified by this Agreement, shall remain in full force and effect during the term of this provided that:

- (a) Such benefits were expressly recognized by the Employer;
- (b) Such benefits were uniformly provided to all employees in the bargaining unit;
- (c) Such benefits were within the scope of issues that are mandatory negotiable.

Employer rules and regulations, which are within the scope of issues that are mandatory negotiable, which were in effect on December 31, 2018, will be continued in full force and effect for the term of the Agreement.

(d) The Employer reserves the right to change rules and regulations which are within the scope of inherent managerial prerogatives.

ARTICLE 4 - DISCRIMINATION

4.1 This Agreement is subject to all state and federal regulations on discrimination.

4.2 There shall be no discrimination, interference, or coercion by the Employer or its agents against employees represented by the ASSOCIATION because of membership or activity in either the bargaining unit or non-membership in the ASSOCIATION.

ARTICLE 5 - SALARY

5.1 a. Retroactive to January 1, 2019, a 1% salary increase shall be applied to the maximum base salary for all employees of this bargaining unit, to include the rank(s) of Captain, Inspector, Deputy Chief, Chief, Deputy Warden, and Warden.

b. Retroactive to January 1, 2020, a 1% salary increase shall be applied to the maximum base salary for all employees of this bargaining unit, to include the rank(s) of Captain, Inspector, Deputy Chief, Chief, Deputy Warden, and Warden.

c. Retroactive to January 1, 2021, a 1% salary increase shall be applied to the maximum base salary for all employees of this bargaining unit, to include the rank(s) of Captain, Inspector, Deputy Chief, Chief, Deputy Warden, and Warden.

d. Effective January 1, 2022, a 1% salary increase shall be applied to the maximum base salary for all employees of this bargaining unit, to include the rank(s) of Captain, Inspector, Deputy Chief, Chief, Deputy Warden, and Warden.

e. Effective January 1, 2023, a 1% salary increase shall be applied to the maximum base salary for all employees of this bargaining unit, to include the rank(s) of Captain, Inspector, Deputy Chief, Chief, Deputy Warden, and Warden.

f. Effective January 1, 2024, a 1% salary increase shall be applied to the maximum base salary for all employees of this bargaining unit, to include the rank(s) of Captain, Inspector, Deputy Chief, Chief, Deputy Warden, and Warden.

g. Effective January 1, 2025, a 1% salary increase shall be applied to the maximum base salary for all employees of this bargaining unit, to include the rank(s) of Captain, Inspector, Deputy Chief, Chief, Deputy Warden, and Warden.

h. The salary guides and salary schedule shall be paid in accordance with Schedule A, Schedule B, Schedule C, and Schedule D, for the years listed.

5.2 a. Retroactive to January 1, 2019, members of the bargaining unit who have completed sixteen (16) years of service as sworn law enforcement officers, at least ten (10) of which shall have been as sworn law enforcement officers in the service of Bergen County, shall be paid Senior Officer Pay in addition to their base salaries.

b. i. Retroactive to January 1, 2019, and retroactive thereto, Senior Officer Pay shall be twelve thousand, four hundred and ninety five dollars (\$12,495) per year.

ii. Retroactive to January 1, 2020, and retroactive thereto, Senior Officer Pay shall be twelve thousand, nine hundred and ninety five dollars (\$12,995) per year.

iii. Retroactive to January 1, 2021, and retroactive thereto, Senior Officer Pay shall be thirteen thousand, four hundred and ninety five dollars (\$13,495) per year.

iv. Effective January 1, 2022, and retroactive thereto, Senior Officer Pay shall be thirteen thousand, nine hundred and ninety five dollars (\$13,995) per year.

v. Effective January 1, 2023, and retroactive thereto, Senior Officer Pay shall be fourteen thousand, four hundred and ninety five dollars (\$14,495) per year.

vi. Effective January 1, 2024, and retroactive thereto, Senior Officer

Pay shall be fourteen thousand, nine hundred and ninety five dollars (\$14,995) per year.

vii. Effective January 1, 2025, and retroactive thereto, Senior Officer

Pay shall be fourteen thousand, nine hundred and ninety five dollars (\$14,995) per year.

5.3 The ASSOCIATION acknowledges that Chief Kevin Pell received a five-thousand dollar “merit raise” in March of 2017, not granted by the prior collective bargaining agreement, and not received by other members of the ASSOCIATION. That merit raise was added to his base annual salary, and has been paid regularly through payroll ever since. The Sheriff agrees that Chief Pell shall continue to receive this additional five-thousand dollars (\$5,000) in additional base annual salary during the term of this contract. The Union consents to Chief Pell’s past receipt and continued receipt of this merit raise during the term of this contract. The ASSOCIATION and each of its members further agrees not to grieve the merit raise or the failure to give similar raises to other members of the ASSOCIATION, and that the merit raise and the failure to give similar raises to other members of the ASSOCIATION is not subject to binding arbitration. The parties further agree that the grant of this merit raise is not precedential, shall not constitute past practice, and shall not form the basis of any claim by the ASSOCIATION or any other employee to similar individual raises or additional compensation.

ARTICLE 6 - LONGEVITY

6.1 The following longevity payments shall be made to employees with unbroken, continuous, long term employment with the Sheriff of Bergen County or the predecessor employer, the Bergen County Board of Commissioners as follows:

After completing six (6) years of service	\$200.00
After completing nine (9) years of service	\$400.00
After completing twelve (12) years of service	\$600.00

After completing fifteen (15) years of service	\$1,500.00
After completing twenty (20) years of service	\$1,750.00

6.2 Longevity pay shall be paid with the base salary.

6.3 Longevity pay shall be paid as of the Officer's anniversary date of employment and shall be paid at the rates specified in Sections 6.1.

ARTICLE 7 - HEALTH BENEFITS

7.1 (a) The Employer shall provide full-time employees and their dependents with health benefits, dental benefits, a disability plan, prescription benefits and an eyeglass/ vision plan in the same manner and amount and under the same conditions as is provided to the members of PBA Local 134 and as defined under the New Jersey Health Benefits Plan. The present health insurance benefits shall be maintained at their current levels; i.e. at the health insurance benefits level in effect as of December 31, 2018. The Employer shall be required to maintain these benefits at the current level, or at a higher level, in all respects, in the event that the Employer seeks to change health insurance carriers. Employees who retire on or after January 1, 2022, and who have accumulated twenty-five (25) years or more of creditable service in the Police and Fireman's retirement System (PFRS) on or before January 1, 2022, and who have served twelve and one-half (12½) years with the Bergen County Sheriff's Office, shall be eligible to continue the benefits afforded pursuant to this Article throughout the Employee's retirement upon the same terms and conditions which the Employee received benefits at the time of the Employee's retirement.

(b) All Officers shall be required to contribute towards the premium costs for the maintenance of their health insurance benefits as required by State statutes.

(c) Any member still enrolled in the Traditional Plan shall be responsible for

the payment of deductibles at the rate of \$200 per individual and \$400 per family rate.

(d) Officers may choose to opt out of receiving health insurance coverage referred to in paragraph 7.1, however said Officers shall be permitted to re-enroll in the health insurance plan provided by the County of Bergen if circumstances change requiring said re-enrollment.

7.2 Summer, seasonal and per diem workers are not eligible for coverage.

7.3 (a) All Bargaining Unit members hired on or prior to August 14, 2020, 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 Negotiations Unit members hired after the August 14, 2020, 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 Negotiations Unit members hired after August 14, 2020, 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 Negotiations Unit members who were hired after August 14, 2020, 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) Employees of this bargaining unit have not waived any of their legal rights and remedies regarding the County of Bergen's implementation of Chapter 78 health insurance legislation. The parties further agree to reopen the contract if there are any subsequent

judicial decisions that are issued that strike down the prescriptions of Public Law 2011, Chapter 78, in whole or in part, that reduce or eliminate any health insurance premium contributions that were implemented under Chapter 78.

7.4 Disability Plan: The Employer shall provide to covered employees who enroll, disability benefits insurance coverage during the term of this Agreement as it existed in the PBA 134A Labor Agreement concluding December 31, 2018 through a company agreeable to both parties, subject to the following conditions:

- (a) Employees shall contribute the sum of \$3.40 toward the costs of the plan. Any costs in excess thereof shall be paid by the Employer.
Employees who choose to join the program shall make payment through payroll deductions. No employee shall be obliged to participate in the said program.
- (b) The benefits shall include benefits of 70% of the Employee's weekly wage to a maximum of \$150.00 per week, a waiting period of 30 days, with a maximum of 52 weeks in payment which shall include disability due to pregnancy.
- (c) Employees who are eligible for disability payments and who have accrued sick leave shall receive the disability payment plus such sick leave pay as is necessary to equal their regular bi-weekly base salary.

7.5 Prescription Drug Plan: The Employer shall provide a prescription payment benefits insurance program during the term of this Agreement, through an insurance company acceptable to both the Employer and the PBA or through a program of self-insurance, which program shall provide the same or equal to or better than the coverage that has been provided.

The coverage shall be subject to the following:

- (a) All Officers will be responsible for co-pay rates of \$5.00 for generic drugs and \$15.00 for brand name prescriptions with those "co-payments" being paid by the employee and with the remainder of the costs paid by the insurance company or by the Employer. Each prescription shall be for a supply of medication not to exceed 30 days. A \$7.50 co-pay shall be in effect for all 90 day mail order prescriptions.
- (b) Retired Officers will have a co-pay rate schedule of \$5.00 for generic drugs and \$15.00 for brand name prescriptions and \$7.50 for all 90 day order prescriptions.

7.6 Eyeglass and Vision Plan: The Sheriff shall continue to provide an optical plan for all employees and their dependents that provides the coverage established by the plan in effect as of December 31, 2018.

- (a) There shall be a contribution of a direct reimbursement union benefit from the County wherein, upon the presentation of the appropriate receipts for the employee and/or for that employee's family, there shall be a direct reimbursement in the amount of up to \$250.00 per year or \$500.00 in a two year period of time.

7.7 Reopener: If any health benefits, including but not limited to a new provision, benefit or improvement in an existing plan is received by any employee of the Bergen County Board of Commissioners represented by a majority representative, excepting those employees employed at the New Bridge Medical Center, then and in such event, the PBA shall have the right to commence immediate negotiations towards the inclusion of said health benefits into this

Agreement.

7.8 The parties have not waived any of their legal rights and remedies regarding the County of Bergen's implementation of the above referenced health insurance legislation.

ARTICLE 8 - WORK SCHEDULE, OVERTIME

8.1 The regular work week shall start at 00 hours on Sunday and end at 2400 hours on the next succeeding Saturday.

8.2 Employees shall generally work eight (8) hours per day, (5) days per week and forty (40) hours per week. The time at which work starts and ends shall be at the discretion of the Employer. It is understood, however, that the positions in the bargaining unit may require hours beyond the forty per week. If the Sheriff deems it necessary for employees to work beyond forty hours in a week, such additional hours shall be compensated for as compensatory time off at the rate of time and one-half. In no event shall accumulated compensatory time exceed 480 hours.

ARTICLE 9 - PAY DURING ABSENCE

9.1 Unscheduled Absences: If, for any reason, employees are unable to report for work, then notice must be given to the Employer not less than two (2) hours before the start of the scheduled hours of work.

9.2 Jury Duty: Leaves of absence shall be granted to employees called for jury duty. Such leave shall not be charged against vacation or sick leave. Employees shall be paid the full pay which they usually receive for the time served on the jury. Fees received as a juror, other than meal and travel allowances, shall be returned to the Employer.

9.3 Sick Leave:

(a) Employees unable to report to work for any reason must notify the Employer of such condition according to the procedure established by the Employer. Failure to give notification without just cause may result in disapproval of the request for sick leave or be considered as an unscheduled absence.

(b) Such absence must be reported daily, unless the notice reasonably covers several days. In any sick leave of three (3) days or more, a doctor's certificate must be submitted. The Employer retains the right in sick leave cases under three (3) days to either conduct an inquiry into the sick leave request or to require examination by a doctor of his choice if he has any question as to the employee's condition.

(c) Sick leave must be earned before it can be used. Should employees use none or only a portion of earned sick leave in one year, then the amount of leave not taken shall accumulate from year to year during employment.

(d) Sick leave is hereby defined to mean absence from work because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family who is seriously ill requiring the care of attendance of such employee. A certificate of a reputable attending doctor shall be required as sufficient proof of need for an employee's attendance upon a member of the employee's immediate family. In the case of an illness of a chronic or recurring nature which caused periodic or repeated absences from duty for one day or less, only one medical certificate is required for every six (6) month period as sufficient proof of need for such leave, provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment. In case of sick leave due to exposure to a contagious disease, a certificate from the

Department of Health shall be required.

(e) Employees who do not use sick days during January, February or March or any succeeding quarter of the year shall receive one extra day of vacation leave for each such quarter up to a maximum of four (4) extra vacation days.

(f) Sick leave is earned and accumulated in the following manner: One working day for each full month of service during the remaining months of the first calendar year of employment and 12 working days (1 day per month) for each calendar year thereafter. If an employee begins work after the fourth day of the month, sick leave is not earned for that month.

9.4 Injury Leave:

(a) Injury leave, as distinguished from sick leave, shall mean paid leave given to employees due to absence from duty caused by an accident, illness or injury which occurred while working and which is covered by Workers' Compensation Insurance.

(b) All payments which shall be made concerning injury leave are subject to the same rules and regulations as Workers' Compensation Insurance and shall not be made if the accident is proved to have been due to intoxication or willful misconduct on the part of employees. Employees absent from work due to an accident, who willfully fail to fulfill all of the conditions necessary to receive compensation benefits, shall not be entitled to payment of any injury leave benefits from the Employer until such conditions have been fulfilled.

(c) Payments shall be made for a period not in excess of 135 days for each new and separate injury. After all injury leave is used, the employees may elect to use any sick leave, vacation or compensatory time accrued.

(d) Use of Injury Leave: Employees absent from work due to an accident, illness or injury covered by Workers' Compensation Insurance, who have completed three (3) months employment, shall be compensated by the Employer at their regular base salary plus applicable longevity pay. Eligibility will be based on the determination of the New Jersey

Division of Workers' Compensation under the terms of the New Jersey Workers' Compensation Act.

(e) Contested Injuries: If the Employer is contesting that the injury occurred on the job, then charges may be made against accrued sick leave, if any. If the Division of Workers' Compensation determines in favor of the employee, then sick leave so charged shall be reccredited. If eligibility for payment is denied by the State, employees shall be eligible to use the accrued sick leave, if any, retroactive to the date of the injury and to use accrued vacation leave.

(f) Medical Proofs: In order to limit the obligation of the Employer for each new and separate injury, the Employer may require employees to furnish medical proof or submit to a medical examination by a doctor of the Employer's choice, at its expense, to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the Employer's employ.

(g) Employees who have suffered an injury while working and are absent for five (5) days or more shall submit a written certification from a doctor setting forth the nature of the injury, the prognosis and the probable date for return to work.

(l) Additional reports shall be filed from the doctor every two (2) weeks thereafter indicating the current status of the employee's heal and anticipated return to duty.

(2) In the absence of such certification, the employee shall not receive injury leave.

(h) In the month of January, it will be the responsibility of the Sheriff to issue a statement to each Officer listing the amount of sick days unused during the year and the total accumulated days earned during the Officer's employment.

9.5 Funeral Leave:

(a) 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 employee's children, parents, grandparents, grandchildren, brothers, sisters, spouse, and the mother-in-law and father-in-law of the employee.

(b) 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.

(c) 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 spouse's mother or father.

(d) 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.

(e) Employees shall be entitled to one (1) working days leave with pay to attend or make arrangements for the funeral of the employee's former spouse or former father-in-law or mother-in-law if the employee did not have children with the former spouse.

(f) Funeral leave shall not be charged against the employee's accrued leave time.

9.6 Terminal Leave:

(a) Employees who retire either by service retirement, accidental disability

retirement, ordinary disability retirement or deferred retirement and employees who terminate work after reaching age 60 and who are not entitled to a retirement through P.F.R.S. or P.E.R.S., shall receive terminal leave in accordance with Option 1, Option 2 or Option 3, at the employee's election. In addition, in the event of the death of employees whose pension rights have vested or who are eligible for early retirement or who have reached the age of 60, the estate of such employees shall receive the terminal leave lump sum payment according to the option selected by the estate:

Option 1: One-half of the employee's earned and unused accumulated sick leave multiplied by the daily rate of pay based upon the average annual base pay received during the last year of employment, prior to the effective date of the employee's retirement, provided, however, that no such lump sum payment shall exceed eighteen thousand and 00/100 (\$18,000.00) dollars, which payment can be deferred to the first month of the succeeding calendar year following the employee's retirement.

Option 2: Two days of pay for each full year's employment with the Employer or its predecessor, which payment can be deferred to the first month of the succeeding calendar year following the employee's retirement. In the event of the death of an active employee with seven (7) years of service, terminal leave shall be paid to the employee's estate in accordance with the option selected.

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. If they have used more than ten (10) such days, then they shall be paid up to a maximum of \$18,000.00 as per the current conditions of the contract (Options 1 or 2).

(b) Option 2 shall not be available to any employee who has used eighty (80) percent or more of their accumulated sick time within the last two (2) years of employment, unless a physician, chosen by the Employer, has deemed that employee is unfit for duty. (To illustrate the above, assume that Captain John Doe intends to retire, effective July 1, 2003. Doe had accumulated 70 days of sick leave as of July 1, 2001 (two years before the employee's retirement date) and received an additional 15 sick days as of January 1, 2002 and an additional 15 sick days as of January 1, 2003. Doe therefore had a total of 100 days of sick leave that could be utilized during the employee's last two years of employment. Doe would only forfeit his/her right to select Option 2 if (1) Doe used 80 more days of sick leave during the time period between July 1, 2001 and July 1, 2003 and had 20 or fewer days of sick leave on the books as of his/her July 1, 2003 date of retirement and (2) Doe was not deemed to be unfit for duty during the period of his/her absences during this two year period).

9.7 (a) Leave of Absence: Upon application and at the discretion of the Employer, a permanent employee may be granted a personal leave of absence without pay or accrual of benefits credit for a period not to exceed six (6) months. In exceptional circumstances and at the discretion of the Employer, such leave may be extended for an additional six (6) months.

(1) Ordinarily, a personal leave of absence or an excused absence will not be granted for the purpose of seeking or accepting employment with another employer.

(2) Personal leave of absence, when granted, will be with the understanding that the employees intend to return to work. Employees who fail to return within five (5) working days after the expiration of the leave of excused absence, may be considered to have resigned not in good standing.

(3) Upon exhaustion of all accrued leave (i.e. sick, vacation, personal, etc.) an officer shall be placed on unpaid leave. The officer shall not accrue any sick leave,

vacation or holiday credits while on unpaid leave.

(a) Family Leave: Upon application, permanent employees may use accumulated sick leave for family leave. All of the benefits of the New Jersey Family Leave Act and the Federal Family and Medical Leave Act are incorporated within this contract with the understanding that any benefits provided in the Collective Bargaining Agreement relating to the types of leaves encompassed by this State statute and Federal statute, that are in excess of the benefits referred to in said Acts, shall continue to be fully implemented.

(b) Military Service Leave: Leave for military service or training pursuant to Federal or State statutes shall be granted.

ARTICLE 10 - VACATION

10.1 Vacation leave shall be scheduled in a uniform manner in accordance with seniority, where practicable, subject only to the requirements of the Employer. Seniority shall be measured from the date of permanent appointment to a title within the bargaining unit.

10.2 The vacation period shall commence January 1 and continue until December 31 of each year. The vacation leave shall be earned as follows:

(a) Employees shall earn one day for each full month of employment during the first year of employment for the first 11 months and four (4) days in the twelfth month. If date of hire commences on or before the fourth calendar day of the month, then the employee shall be deemed to have been employed for a full month.

(b) From the beginning of the second year to and including the fifth year, employees shall earn vacation leave at the rate of 1-1/4 days per month.

(c) From the beginning of the sixth year and until the completion of the fifteenth year, employees shall earn vacation leave at the rate of 1-2/3 days per month.

(d) From the beginning of the sixteenth year and thereafter, employees shall earn vacation leave at the rate of two days per month.

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

10.3 Accrued Vacation Leave - shall be compensated for when the Officer becomes separated, either voluntarily or involuntarily from the County services, unless the Officer terminates service without giving two (2) weeks of notice to the Sheriff.

ARTICLE 11- PERSONAL LEAVE

11. Effective January 1, 2021 and retroactive thereto, members of the bargaining unit shall receive three (3) personal days per year. The Employer agrees that any member of the bargaining unit who received three personal days in any year prior to January 1, 2021 shall not

be required to repay them to the Employer.

ARTICLE 12 - HOLIDAYS

12.1 The Employer observes the following holidays:

New Years Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Presidents Birthday	Veteran Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

12.2 (a) If any additional full-day holiday is granted by the County of Bergen to its employees, then the employees herein shall be granted such holiday.

(b) The Employer and the ASSOCIATION acknowledge that the County of Bergen has granted Juneteenth to its employees as a holiday, effective 2021, and that the Employer has chosen to observe the Juneteenth as a Holiday. The parties agree that, notwithstanding the addition of Juneteenth as a paid holiday, the "Holiday pay" set forth in paragraph 12.3 of this Article shall be limited to fourteen (14) days of pay. However, the Bargaining Unit members will receive an additional flex day, to compensate them for Juneteenth, as set forth in paragraph 12.3, infra.

12.3 (a) In lieu of receiving the fourteen (14) paid days off set forth in Article 12.1 - Holidays, each employee shall receive fourteen days 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, 2022 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. Retroactive to January 1, 2019, each employee shall receive three (3) days' Holiday pay per year.

ii. Retroactive to January 1, 2020, each employee shall receive an additional four (4) days' Holiday pay per year, for a total of seven (7) days' Holiday pay per year.

iii. Retroactive to January 1, 2021, each employee shall receive an additional five (5) days' Holiday pay per year, for a total of twelve (12) days' Holiday pay per year.

iv. Effective January 1, 2022, each employee shall receive an additional two (2) days' Holiday pay per 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, 2019, the Officers working an administrative schedule shall no longer be able to take the holidays enumerated in Articles 12.1 or 12.2 off with pay. Instead, effective January 1, 2019, the Officers working the administrative schedule shall be provided with fourteen (14) days of flex time plus an additional day of flex time for Juneteenth, for a total of fifteen (15) days of flex time. 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 employee is denied flex time because of departmental manpower considerations, said employee 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 employee and the Employer, subject to the operational needs of the Department.

(g) Effective January 1, 2019, in exchange for rolling holiday pay into pensionable salary, Officers will no longer receive additional compensation or CTO for working on the actual holiday.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 The purpose of the grievance procedure is to settle all grievances between the Employer and the ASSOCIATION as quickly as possible and to insure efficiency and promote the morale of the employees.

13.2 A grievance is defined as any disagreement between the Employer and the ASSOCIATION involving the interpretation or application of the Agreement or of an Employer's regulations or a violation of this Agreement or a suspension.

13.3 All grievances shall be processed as follows:

Step 1. They shall be discussed orally by the employee involved and the Local representative with the Sheriff. An answer shall be given within three (3) days by the Sheriff to the ASSOCIATION.

Step 2. If grievances are not settled through Step 1, the same shall be reduced to writing by the ASSOCIATION and the employees and submitted to the Employer or any person designated by him, and answers to such grievances shall be made in writing, with a copy to the ASSOCIATION or employee(s) within five (5) days of submission.

13.4 If grievances are not settled by Steps 1 or 2, then the ASSOCIATION may submit the grievance to arbitration. If the ASSOCIATION determines that the grievance is meritorious, then the ASSOCIATION shall submit the dispute to arbitration from a panel appointed by the New Jersey Public Employment Relations Commission. The arbitrator shall have the full power to hear the grievance and make a final decision, which decision shall neither modify, add to nor subtract from the terms of the agreement and the referenced policies. The decision of the arbitrator shall be final and binding on both parties. The costs of the arbitrator and expenses shall be borne equally by both parties.

13.5 Nothing herein shall prevent any employee from processing his/her own grievance, but not arbitration, providing, however, the ASSOCIATION representatives have the right to be present and to be heard.

13.6 Suspensions of more than five (5) days or a dismissal may not be arbitrated but may be appealed through Civil Service proceedings.

13.7 Grievances must be initially filed within 30 days of the incident, or the employee's knowledge of such incident.

ARTICLE 14 - INSURANCE AND WELFARE

14.1 The Employees shall continue to receive liability coverage of the type now in force and effect, including insurance against false arrest, \$1,000,000 per employee, and \$1,000,000 per incident.

14.2 The Employees shall continue to have all necessary legal assistance in the defense

of civil claims by third parties for personal injury, death or property damage arising out of and in the course of employment.

14.3 The Employees shall continue to have all judgments entered against said employees as a result of said claims paid and satisfied provided, however, that the Employer's insurance carrier shall have exclusive control over the defense of the suit. In addition, the Employer shall provide legal counsel at its cost, as may be required by State statute.

ARTICLE 15 - CLOTHING ALLOWANCE

15.1 Employees shall be entitled to an annual uniform allowance as follows:

2019 -- \$1,200

2020 -- \$1,200

2021 -- \$1,200

2022 -- \$1,200

2023 -- \$1,200

2024 -- \$1,200

2025 -- \$1,200

15.2 All uniform allowance payments shall be paid no later than the first payroll period of May for each year of the contract.

ARTICLE 16 - EDUCATIONAL INCENTIVE

16.1 The following annual increments shall be paid to employees covered by this Agreement who have successfully completed degree requirement in police science or related fields:

Associate Degree	\$600
Bachelor's Degree	\$1,200
Master's Degree	\$1,800
Doctorate	\$2,400

Said amounts shall be paid annually in a lump sum commencing in the calendar year of receipt of the degree.

16.2 Tuition Reimbursement: The Employer shall reimburse employees for the cost of tuition incurred by them for courses taken at an accredited institution of learning, provided:

- (a) The course is directly job-related and has received the prior approval of the Employer, which approval shall not be unreasonably withheld;
- (b) The course, or its equivalent, is not offered by the County of Bergen at no cost to the employee;
- (c) The cost to the Employer shall not exceed \$35 per credit;
- (d) Employees shall be entitled to reimbursement for not more than six (6) credits per year;
- (e) Employees who have successfully completed the course and proof thereof has been furnished to the Employer.

16.3 Said amounts shall be paid no later than the first payroll period of May for each year of the contract.

ARTICLE 17 - ANNUAL PHYSICAL EXAMINATION

17.1 The Employer shall provide employees, who so chose, an annual medical examination at no cost to the employees.

ARTICLE 18 - WEAPONS AND LEATHER GEAR

18.1 Employees required to have a weapon shall have same furnished by the Employer

at no cost to the employees.

18.2 Employees required by law to qualify in order to carry a firearm shall be afforded the opportunity to do so while working. Ammunition and targets shall be provided by the Employer for the initial qualification and for a second qualification in the event that employees fail to qualify after the initial qualification test.

18.3 If employees are required to carry a firearm and wear appropriate leather gear, then the employees shall have the leather gear furnished by the Employer at no cost to the employees. The leather gear provided shall become the personal property of said employees. Employees shall have the responsibility of maintaining the gear in serviceable condition, however, should said gear be rendered useless due to age, ordinary wear and tear or damage or otherwise rendered unserviceable, then it shall be the responsibility of the employees to replace said non-serviceable items at their own cost and expense.

ARTICLE 19 - LOSS OR DAMAGE TO PERSONAL ITEMS

19.1 Employees shall be reimbursed for any loss or damage resulting of their personal items incurred during a physical incident while on duty. Said personal items shall include, but not be limited to, uniform, leather gear, eyeglasses, watches and jewelry; however, any damage to watches or jewelry shall not exceed the sum of \$100; however, the only jewelry that is covered under this Article is wedding or engagement rings. Employees must report said loss or damage to their Superior Officer no later than the beginning of the next full shift, in order to be entitled to reimbursement; however, if employees are disabled, injured, incapacitated, delayed or detained, then they shall make said reports soon as possible under the circumstances.

ARTICLE 20 - BENEFITS DURING UNPAID LEAVE OF ABSENCE

20.1 Subject to all the conditions and limitations contained herein, full time, permanent

employees who suffer an injury or illness which is not covered by Workers' Compensation and which prevents such employees from working for the Employer, upon exhaustion of their accrued sick leave and vacation leave and upon written application, shall be entitled to an unpaid leave of absence.

20.2 The period of such leave shall be from the date of exhaustion of accrued sick leave and vacation leave to the date of the employee is able to return to work; but the period shall not be greater than 1 year from the first day of such illness or injury.

20.3 During the period of such leave of absence, the Employer shall pay the premium for the employee's coverage in the present health plan or its equivalent. Coverage shall include spouse and dependents, when applicable.

20.4 During the period of such leave, the Employer shall have the right to have such employees examined, at its expense, by doctors of its choice, at reasonable intervals to obtain opinions concerning the ability of the employees to work.

20.5 The benefit contained herein shall not be provided to employees who, during the period of such leave of absence, either become employees of a person other than the Employer herein, or who become self-employed.

ARTICLE 21 – SENIORITY

21.1 Consistent with Article 10.9 of the Collective Bargaining Agreement between the Sheriff and PBA #134, the seniority of Captains shall be measured from the date of permanent promotion. If two or more Lieutenants are promoted to the rank of Captain on the same date, then their relative position on the Captain seniority list shall be determined by their initial seniority.

ARTICLE 22 – SENIOR CAPTAINS SERVING AS CHIEF/WARDEN

22.1 At the discretion of the Sheriff, should an employee of this bargaining unit be designated as Inspector, Deputy Chief, Chief, Deputy Warden, or Warden, he/she shall continue to receive the annual salaries and compensation as defined in the attached Schedules and shall continue to receive all of the benefits that those in the rank of Captain receive, including but not limited to annual salary, senior officer pay, longevity, rate differential, uniform allowance, educational stipends, and all other Articles of this Agreement.

22.2 (a) The Senior Sheriff's Officer Captain serving, at the discretion of the Sheriff, in the rank of Chief, and the senior Correction Officer Captain serving, at the discretion of the Sheriff, in the rank of Warden, shall receive an annual salary that is 4% above the current annual base salary for the rank of Captain, for each year listed (2019-2025) as contained in Article 5 and the Schedules attached to this Agreement, and until a successor Agreement is reached. This 4% difference shall be in lieu of the stipends (Shift Differential and/or Administrative Duty Pay) formerly provided to the Chief/Warden in prior Agreements.

(b) In lieu of the 4% higher salary set forth in paragraph 22.2(a), immediately above, the current Chief, Kevin Pell, shall receive an annual salary that is 6% above the the current annual base salary for the rank of Captain for each year listed (2019-2025), and until a successor Agreement is reached. This 6% difference shall be in lieu of the stipends (Shift Differential and/or Administrative Duty Pay) formerly provided to the Chief/Warden in prior Agreements. The ASSOCIATION and each of its members agree not to grieve the higher salary granted to Kevin Pell in this paragraph or the failure to grant such higher salary to other members of the ASSOCIATION. The higher salary provided in this paragraph and the failure to

give similar salary to other members of the ASSOCIATION is not subject to binding arbitration. The grant of this higher salary to Kevin Pell is not precedential, shall not constitute past practice, and shall not form the basis of any future claim by the ASSOCIATION or any other employee, including any future Chief or Warden, to a salary higher than that set forth in paragraph 22.2(a).

(c) In lieu of the 4% higher salary set forth in paragraph 22.2(a), immediately above, the current Warden, Michael Russo, shall receive an annual salary that is 6% above the the current annual base salary for the rank of Captain retroactive to his date of appointment as Warden, and until a successor Agreement is reached. This 6% difference shall be in lieu of the stipends (Shift Differential and/or Administrative Duty Pay) formerly provided to the Chief/Warden in prior Agreements. The ASSOCIATION and each of its members agree not to grieve the higher salary granted to Michael Russo in this paragraph or the failure to grant such higher salary to other members of the ASSOCIATION. The higher salary provided in this paragraph and the failure to give similar salary to other members of the ASSOCIATION is not subject to binding arbitration. The grant of this higher salary to Michael Russo is not precedential, shall not constitute past practice, and shall not form the basis of any future claim by the ASSOCIATION or any other employee, including any future Chief or Warden, to a salary higher than that set forth in paragraph 22.2(a).

22.3 Should an employee within the bargaining unit who is serving, at the discretion of the Sheriff, in the capacity of Chief or Warden be returned to their prior position of Sheriff's Officer Captain or Correction Officer Captain, he/she shall continue to receive the salary and compensation provisions defined in the attached Schedules and Articles 5, 22.1, 22.2, and 23 of this Agreement throughout the full term of this Agreement, and until a successor Agreement is reached.

ARTICLE 23 – RATE DIFFERENTIAL
(See Attached Schedules)

23. (a) Retroactive to January 1, 2019, all employees covered by this Agreement shall receive a rate differential of six (6) hours per month that shall be added to the salaries of all employees covered by the Agreement. The rate differential payment is fully creditable for pension purposes and shall be added to the listed 2019 annual base salary for the rank(s) of Captain, Inspector, Deputy Chief, Chief, Deputy Warden, and Warden, in accordance with Article 5 and Article 22 of this Agreement. The rate differential is subject to pension contributions consistent with the provisions of the applicable statutes and regulations.

(b) Retroactive to January 1, 2020, all employees covered by this Agreement shall receive a rate differential of eight (8) hours per month that shall be added to the salaries of all employees covered by the Agreement. The rate differential payment is fully creditable for pension purposes and shall be added to the listed 2020 annual base salary for the rank(s) of Captain, Inspector, Deputy Chief, Chief, Deputy Warden, and Warden, in accordance with Article 5 and Article 22 of this Agreement. The rate differential is subject to pension contributions consistent with the provisions of the applicable statutes and regulations.

(c) Retroactive to January 1, 2021, all employees covered by this Agreement shall receive a rate differential of nine (9) hours per month that shall be added to the salaries of all employees covered by the Agreement. The rate differential payment is fully creditable for pension purposes and shall be added to the listed 2021 annual base salary for the rank(s) of Captain, Inspector, Deputy Chief, Chief, Deputy Warden, and Warden, in accordance with Article 5 and Article 22 of this Agreement. The rate differential is subject to pension contributions consistent with the provisions of the applicable statutes and regulations.

(d) Effective January 1, 2022, all employees covered by this Agreement shall receive a rate differential of nine (9) hours per month that shall be added to the salaries of all employees covered by the Agreement. The rate differential payment is fully creditable for pension purposes and shall be added to the listed 2022 annual base salary for the rank(s) of Captain, Inspector, Deputy Chief, Chief, Deputy Warden, and Warden, in accordance with Article 5 and Article 22 of this Agreement. The rate differential is subject to pension contributions consistent with the provisions of the applicable statutes and regulations.

(e) Effective January 1, 2023, all employees covered by this Agreement shall receive a rate differential of nine (9) hours per month that shall be added to the salaries of all employees covered by the Agreement. The rate differential payment is fully creditable for pension purposes and shall be added to the listed 2023 annual base salary for the rank(s) of Captain, Inspector, Deputy Chief, Chief, Deputy Warden, and Warden, in accordance with Article 5 and Article 22 of this Agreement. The rate differential is subject to pension contributions consistent with the provisions of the applicable statutes and regulations.

(f) Effective January 1, 2024, all employees covered by this Agreement shall receive a rate differential of ten (10) hours per month that shall be added to the salaries of all employees covered by the Agreement. The rate differential payment is fully creditable for pension purposes and shall be added to the listed 2024 annual base salary for the rank(s) of Captain, Inspector, Deputy Chief, Chief, Deputy Warden, and Warden, in accordance with Article 5 and Article 22 of this Agreement. The rate differential is subject to pension contributions consistent with the provisions of the applicable statutes and regulations.

(g) Effective January 1, 2025, all employees covered by this Agreement shall receive a rate differential of ten (10) hours per month that shall be added to the salaries of all

employees covered by the Agreement. The rate differential payment is fully creditable for pension purposes and shall be added to the listed 2025 annual base salary for the rank(s) of Captain, Inspector, Deputy Chief, Chief, Deputy Warden, and Warden, in accordance with Article 5 and Article 22 of this Agreement. The rate differential is subject to pension contributions consistent with the provisions of the applicable statutes and regulations.

(h) Chief Kevin Pell has been receiving a rate differential of ten (10) hours per month since 2018, not granted by the prior collective bargaining agreement, and not received by other members of the ASSOCIATION. Notwithstanding and in lieu of paragraphs 23 (a) through (h), Chief Pell shall continue to receive a rate differential of ten (10) hours per month during the term of this contract. The ASSOCIATION consents to Chief Pell's past receipt and continued receipt of a rate differential of ten (10) hours per month prior to 2024, at which time all members of the bargaining unit will receive a rate differential of ten (10) hours per month. The ASSOCIATION and each of its members further agrees not to grieve the rate differential of ten (10) hours per month granted to Kevin Pell prior to 2024 or the failure to grant a rate differential of ten (10) hours per month to other members of the ASSOCIATION prior to 2024. The rate differential of ten (10) hours per month granted to Kevin Pell and the failure to grant a rate differential of ten (10) hours per month to other members of the ASSOCIATION prior to 2024 is not subject to binding arbitration. The parties further agree that the grant of a rate differential of ten (10) hours per month to Kevin Pell prior to 2024 is not precedential, shall not constitute past practice, and shall not form the basis of any claim by the ASSOCIATION or any other employee to similar individual increased rate differential in the future.

ARTICLE 24 - SICK LEAVE BUY BACK PROGRAM

24.1 Consistent with Article 37.1 of the Collective Bargaining Agreement between the Sheriff and PBA Local #134, the Sheriff will implement a sick leave buy back program as follows:

- a. To be eligible, the Officer must have (1) at least 240 sick leave hours on the books as of October 31st of each year and (2) cannot have used more than five (5) sick days during the applicable calendar year.
- b. An Officer who meets the above referenced conditions may sell back up to five (5) sick days per year.
- c. The Officer must notify the County of his/her willingness to sell back the sick days in the amount of the sell back as of November 15th of each year.
- d. The rate at which the days will be paid at the yearly rate is the year in which sell back notification occurs.
- e. The Sheriff will pay the sick leave buy back amount by the first pay period in February of the following year.

ARTICLE 25 - MISCELLANEOUS

25.1 Each unit member of 134A shall receive all of the benefits, compensation, and other provisions listed in PBA Local 134's Collective Bargaining Agreement, unless otherwise stated, listed or addressed in this Agreement.

25.2 This Agreement shall take effect upon signatures by the Bergen County Sheriff and the authorized representatives of PBA Local 134A.

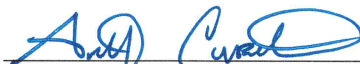
[Signature Page to Follow]

SIGNATURE PAGE

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

Witness

BERGEN COUNTY SHERIFF:



Sheriff Anthony Cureton

Dated: 2/18, 2022

Witness

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



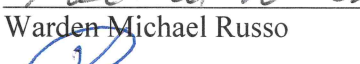
Chief Kevin Pell

Dated: 2/18, 2022



Warden Michael Russo

Dated: 2/18, 2022



Captain Kevin Brower

Dated: 2/18, 2022



Captain Gene Kolich

Dated: 2/18/, 2022



Captain Michael Griffin

Dated: 2/18, 2022



Captain Carmelo Giustra

Dated: 2/18, 2022



Captain Nicholas Grella

Dated: 2/18, 2022



Captain Ryan King

Dated: 2/18, 2022



Captain Ralph Turre

Dated: 2/18, 2022

SCHEDULE "A" CAPTAINS' SALARY SCHEDULE

	2019	2020	2021	2022	2023	2024	2025
BCSO Captain	1%	1%	1%	1%	1%	1%	1%
Base Salary	\$166,730	\$168,397	\$170,081	\$171,782	\$173,500	\$175,235	\$176,987
Senior Officer Pay*	\$12,495	\$12,995	\$13,495	\$13,995	\$14,495	\$14,995	\$14,995
Longevity**	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750
Rate Differential @ hours	6	8	9	9	9	10	10
Rate Differential Amount	\$5,771	\$7,772	\$8,831	\$8,919	\$9,009	\$10,110	\$10,211
Holiday Pay Days	3	7	12	14	14	14	14
Holiday Pay Amount	\$1,924	\$4,534	\$7,850	\$9,250	\$9,342	\$9,436	\$9,530

*Senior Officer Pay is upon completion of 16 years of service in accordance with Article 5.2.

**Longevity shown here is after completing 20 years in accordance with Article 6.)

SCHEDULE "B" WARDEN/CHIEF SALARY SCHEDULE

	2019	2020	2021	2022	2023	2024	2025
BCSO	1%	1%	1%	1%	1%	1%	1%
Warden/Chief							
Base Salary	\$173,399	\$175,133	\$176,884	\$178,653	\$180,439	\$182,244	\$184,066
Senior Officer	\$12,495	\$12,995	\$13,495	\$13,995	\$14,495	\$14,995	\$14,995
Pay*							
Longevity**	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750
Rate	6	8	9	9	9	10	10
Differential @							
hours							
Rate	\$6,002	\$8,083	\$9,184	\$9,276	\$9,369	\$10,514	\$10,619
Differential							
Amount							
Holiday Pay	3	7	12	14	14	14	14
Days							
Holiday Pay	\$2,001	\$4,715	\$8,164	\$9,620	\$9,716	\$9,813	\$9,911
Amount							

*Senior Officer Pay shown here is upon completion of 16 years of service in accordance with Article 5.2.

**Longevity shown here is after completing 20 years in accordance with Article 6.

++ This salary guide does not include the \$5,000 merit raise granted to current Chief Kevin Pell in Article 5.3; the increased base salary granted to current Chief Kevin Pell and current Warden Michael Russo in Article 22.2(b) and (c); or the ten hours of rate differential granted to current Chief Kevin Pell in Article 23(h). Chief Pell's compensation is set forth in Schedule "C." Warden Russo's compensation is set forth in Schedule "D."

SCHEDULE “C” CHIEF KEVIN PELL SALARY SCHEDULE

	2019	2020	2021	2022	2023	2024	2025
Pell Base Salary 6% Above Captain	\$176,734	\$178,501	\$180,286	\$182,089	\$183,910	\$185,749	\$187,606
Merit Raise	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Senior Officer Pay	\$12,495	\$12,995	\$13,495	\$13,995	\$14,495	\$14,995	\$14,995
Longevity	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750
Rate Differential @ hours	10	10	10	10	10	10	10
Rate Differential Amount	\$10,485	\$10,587	\$10,690	\$10,794	\$10,899	\$11,005	\$11,112
Holiday Pay Days	3	7	12	14	14	14	14
Holiday Pay Amount	\$2,097	\$4,940	\$8,552	\$10,074	\$10,172	\$10,271	\$10,371

++ This salary guide includes the \$5,000 merit raise granted to current Chief Kevin Pell in Article 5.3; the increased base salary granted to current Chief Kevin Pell in Article 22.2(b); and the ten hours of rate differential granted to current Chief Kevin Pell in Article 23(h). These additional items of compensation are personal to current Chief Kevin Pell and are not payable to any future chief.

SCHEDULE “D” WARDEN MICHAEL RUSSO SALARY SCHEDULE

	2019	1/1 2020*	8/26/2020*	2021	2022	2023	2024	2025
Russo Base Salary 6% Above Captain	\$166,730	\$168,397	\$178,501	\$180,286	\$182,089	\$183,910	\$185,749	\$187,606
Senior Officer Pay	\$12,495	\$12,995	\$12,995	\$13,495	\$13,995	\$14,495	\$14,995	\$14,995
Longevity	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750
Rate Differential @ hours	6	8	8	9	9	9	10	10
Rate Differential Amount	\$5,771	\$7,772	\$8,239	\$9,361	\$9,455	\$9,549	\$10,716	\$10,823
Holiday Pay Days	3	7	7	12	14	14	14	14
Holiday Pay Amount	\$1,924	\$4,534	\$4,806	\$8,321	\$9,805	\$9,903	\$10,002	\$10,102

++ This salary guide includes the increased base salary granted to current Warden Michael Russo in Article 22.2(c). This additional compensation is personal to current Warden Michael Russo and is not payable to any future Warden.

*Michael Russo was appointed Warden on August 26, 2020. The values set forth in this Schedule are annual rates. This schedule shows Russo’s annual rate of compensation as a Captain until the date of his appointment as Warden, and his annual rate of compensation as Warden thereafter. Actual retroactive compensation for 2020 will be prorated based upon the two rates of pay.