

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION No. 22-399

Offered by Councilperson Marte Seconded by Council President Deauna

Member	Aye	No	Abstain	Absent
LODATO	✓			
DEAUNA	✓			
MARTE	✓			
KORNBLUTH	✓			
RIVERA				✓
PASCUAL	✓			
AMATORIO (tie)				

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT WITH PBA LOCAL 309

WHEREAS, the Borough of Bergenfield and PBA Local 309 are parties to a Collective Bargaining Agreement and have been in negotiations with regard to same; and

WHEREAS, the Borough of Bergenfield and PBA Local wish to enter into a Memorandum of Agreement, a copy of which is attached hereto and incorporated herein by reference, for the term January 1, 2021 thru December 31, 2026; and

WHEREAS, the Borough Administrator and Labor Attorney have reviewed the Memorandum of Agreement attached hereto and incorporated herein by reference and recommend the approval of same.

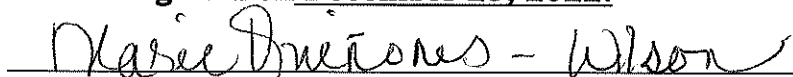
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Bergenfield, County of Bergen and State of New Jersey that the Memorandum of Agreement between the Borough of Bergenfield and PBA Local 309, a copy of which is attached hereto and incorporated herein by reference, be and is hereby approved; and

BE IT FURTHER RESOLVED, that the Memorandum of Agreement shall be for the term January 1, 2021 to December 31, 2026; and

BE IT FURTHER RESOLVED, that the Borough Administrator be and is hereby authorized and directed to execute the attached Memorandum of Agreement on behalf of the Borough; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized and directed to forward a certified copy of this resolution together with the Memorandum of Agreement to PBA Local 309 upon its passage.

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on December 20, 2022.



SEAL

MEMORANDUM OF AGREEMENT

The **BOROUGH OF BERGENFIELD** negotiations committee and the **BERGENFIELD PBA LOCAL 309** negotiations committee agree to recommend, without reservation, the terms of this Memorandum of Agreement (the "MOA").

1. **DURATION:** 6 Years - January 1, 2021 to December 31, 2026.

2. **SALARY:**

- a. **Appendix A-1:** Apply the following annual salary increases to the top step (Fifth Year) and the ranks of Sergeant, Lieutenant and Captain on Appendix A-1. The 2.5% salary increases shall be effective on January 1 of each year of the contract and are fully retroactive.

January 1, 2021	2.5%
January 1, 2022	2.5%
January 1, 2023	2.5%
January 1, 2024	2.5%
January 1, 2025	2.5%
January 1, 2026	2.5%

- b. **Appendix A-2:** Apply the following annual salary increases to the top step (Step 6) and the ranks of Sergeant, Lieutenant, and Captain on Appendix A-2. The 2.5% salary increases shall be effective on January 1 of each year of the contract and are fully retroactive.

January 1, 2021	2.5%
January 1, 2022	2.5%
January 1, 2023	2.5%
January 1, 2024	2.5%
January 1, 2025	2.5%
January 1, 2026	2.5%

All police officers on Appendix A-2 have been on the same step in 2018, 2019 and 2020. There are no police officers at the top step (Step 6) on Appendix A-2. All police officers on Appendix A-2 shall advance one additional higher step in 2021, 2022, 2023, 2024, 2025 and 2026 until they reach Step 6. The step advancement shall be from the step that they were on in 2018, 2019 and 2020.

Example: A police officer on Step Two in 2018-2020 shall move from the Step Two salary of \$66,983 to the Step Three salary of \$76,551 on their anniversary date in 2021.

- c. **Appendix A-3:** All police officers hired, on or after the signing of this MOA, shall be placed on Appendix A-3, attached hereto.

- d. **Transfers:** A Police Officer with N.J. Certification transferring to Bergenfield will be paid as follows:

First Year: Receives Step 1 Police Officer salary until successful completion of FTO (Field Training Officer).

With five years of experience, receives 3rd year pay scale;

With ten years of experience receives 4th year pay scale.

By way of example:

Any transfer with less than 5 years' experience, who starts employment with the Bergenfield Police Department starts at Step 1 of Police Officer salary schedule. Upon successful completion of FTO (minimum 3 months of FTO training), said officer shall move to Step 2 and then Step 3 on anniversary date of hire.

Example: Officer A has 2 years of experience and transfers to Bergenfield PD on 1/1/2019, said officer would be placed on Step 1. Upon successful completion of FTO (which is a minimum of three months but can be extended if the officer requires more training) said Officer moves to Step 2, then on anniversary date 1/1/2020 goes to Step 3. All steps are then on the anniversary date 1/1/21, 1/1/22 and so forth.

Per the contract, if an Officer transfers with more than 5 years of experience, said Officer will start at Step 1 and advance as listed below.

Example: Officer B has 6 years of experience when said officer transfers to Bergenfield PD, said officer would start at Step 1. Upon successful completion of FTO, said Officer would go to Step 3. On anniversary date, said Officer would go to Step 4 and continue as above. The difference is an officer who has 5 or more years of experience bypasses Step 2.

Per the contract if an Officer transfers with more than 10 years of experience, said Officer will start at Step 1 and advance as listed below.

Example: Officer C has 10 years of experience when said officer transfers to Bergenfield PD, said officer would start at Step 1. Upon successful completion of FTO, said Officer would go to Step 4. On anniversary date, said Officer would go to Step 5 and continue as above.

- e. **Trainees:** Newly hired Officers shall receive what was previously called the "Training" step and shall be heretofore called "Recruit Pay" and shall not advance to Step 1 on the Salary Guide until they successfully graduate from the Police Academy. After graduation from the Police Academy, the Officer will move on the Salary Guide to Step One during their probationary period,

which probationary period shall expire one year upon completion of the academy.

Example: A recruit starts training on Jan 1, 2022, and graduates on June 30, 2022. The probation period would start after this date and last for one year. Upon completion of the probationary period of one (1) year, said Officer shall move to Step 2 on the salary schedule. Anniversary dates start at the time following academy certification.

- f. Article III, Section 5, shall be modified by increasing the "Senior Officer Differential" from \$2,500 to \$3,000 effective January 1, 2021.
- g. Article III, Salaries, shall be modified as follows:

ARTICLE III **SALARIES**

Section 1

Employees' base salaries shall be as indicated on Schedules A-1, A-2 and A-3 attached hereto. Employees hired on or after January 1, 2014 shall be covered by the rates on Schedule A-2 attached hereto. All employees hired on or after the ratification and approval of this MOA shall be covered by the rates on Schedule A-3 attached hereto.

Section 2

Increments shall be paid in accordance with past practice.

3. INSURANCE AND DEATH BENEFITS

Article VIII, Section 6, shall be modified as follows:

Section 6

Employees covered by this Agreement shall pay fifteen percent (15%) of the total cost of their health care benefits.

Effective January 1, 2023, employees covered by this Agreement shall pay twenty percent (20%) of the total cost of their health care benefits.

Effective January 1, 2024, employees covered by this Agreement shall pay twenty-two- and one-half percent (22.5%) of the total cost of their health care benefits.

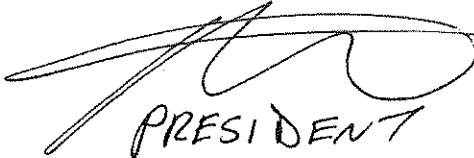
Effective January 1, 2025, employees covered by this Agreement shall pay twenty five percent (25%) of the total cost of their health care benefits.

4. All proposals not specifically referenced in this MOA shall be considered as withdrawn. All proposals agreed to by the parties in writing shall be incorporated in this MOA. All other terms of the 2018-2020 CNA not modified by this MOA shall remain in full force and effect.
5. PERC Mediator, Robert M. Glasson, shall retain jurisdiction to assist the Borough and the PBA in the resolution of any issue that arises following the signing of the MOA by the parties. This jurisdiction includes any issues that may arise regarding the terms of this MOA as well as any issues that may arise in the finalization of contract language and the terms of the 2021-2026 CNA. The parties agree that Mediator Glasson's decision in these matters will be final and binding.

FOR THE BOROUGH


BOROUGH ADMINISTRATOR
12/15/22

FOR PBA LOCAL 309


PRESIDENT
PBA LOCAL 309
12/19/2022

DATED:

**APPENDIX A-1
SALARIES**

RANK	1/1/21	1/1/22	1/1/23	1/1/24	1/1/25	1/1/2026
TRAINING	\$49,760.00	\$49,760.00	\$49,760.00	\$49,760.00	\$49,760.00	\$49,760.00
STEP 1	\$66,983.00	\$66,983.00	\$66,983.00	\$66,983.00	\$66,983.00	\$66,983.00
STEP 2	\$76,551.00	\$76,551.00	\$76,551.00	\$76,551.00	\$76,551.00	\$76,551.00
STEP 3	\$95,689.00	\$95,689.00	\$95,689.00	\$95,689.00	\$95,689.00	\$95,689.00
STEP 4	\$105,257.00	\$105,257.00	\$105,257.00	\$105,257.00	\$105,257.00	\$105,257.00
STEP 5	\$130,095.00	\$133,347.00	\$136,681.00	\$140,098.00	\$143,600.00	\$147,190.00
 SERGEANT	 \$142,829.00	 \$146,400.00	 \$150,060.00	 \$153,812.00	 \$157,657.00	 \$161,598.00
 LIEUTENANT	 \$156,021.00	 \$159,922.00	 \$163,920.00	 \$168,018.00	 \$172,218.00	 \$176,523.00
 CAPTAIN	 \$168,297.00	 \$172,504.00	 \$176,817.00	 \$181,237.00	 \$185,768.00	 \$190,412.00

Note: Anniversary date for pay increments following training shall be the date following academy certification. * These employees will also receive a voucher system from the Borough for Academy and Town Uniforms and Equipment per agreed list.

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APPENDIX A-2
SALARIES
EMPLOYEES HIRED AFTER JANUARY 1, 2014

RANK	1/1/21	1/1/22	1/1/23	1/1/24	1/1/25	1/1/2026
RECRUIT	\$49,760.00	\$49,760.00	\$49,760.00	\$49,760.00	\$49,760.00	\$49,760.00
STEP 1	\$58,372.00	\$58,372.00	\$58,372.00	\$58,372.00	\$58,372.00	\$58,372.00
STEP 2	\$66,983.00	\$66,983.00	\$66,983.00	\$66,983.00	\$66,983.00	\$66,983.00
STEP 3	\$76,551.00	\$76,551.00	\$76,551.00	\$76,551.00	\$76,551.00	\$76,551.00
STEP 4	\$95,689.00	\$95,689.00	\$95,689.00	\$95,689.00	\$95,689.00	\$95,689.00
STEP 5	\$105,257.00	\$105,257.00	\$105,257.00	\$105,257.00	\$105,257.00	\$105,257.00
STEP 6	\$130,095.00	\$133,347.00	\$136,681.00	\$140,098.00	\$143,600.00	\$147,190.00
 SERGEANT	 \$142,829.00	 \$146,400.00	 \$150,060.00	 \$153,812.00	 \$157,657.00	 \$161,598.00
 LIEUTENANT	 \$156,021.00	 \$159,922.00	 \$163,920.00	 \$168,018.00	 \$172,218.00	 \$176,523.00
 CAPTAIN	 \$168,297.00	 \$172,504.00	 \$176,817.00	 \$181,237.00	 \$185,768.00	 \$190,412.00

Note: Anniversary date for pay increments following training shall be the date following academy certification. * These employees will also receive a voucher system from the Borough for Academy and Town Uniforms and Equipment per agreed list.

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APPENDIX A-3
SALARIES
EMPLOYEES HIRED AFTER JANUARY 1, 2023

RANK	1/1/23	1/1/24	1/1/25	1/1/2026
RECRUIT	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
STEP 1	\$59,719.00	\$59,719.00	\$59,719.00	\$59,719.00
STEP 2	\$69,438.00	\$69,438.00	\$69,438.00	\$69,438.00
STEP 3	\$79,157.00	\$79,157.00	\$79,157.00	\$79,157.00
STEP 4	\$88,876.00	\$88,876.00	\$88,876.00	\$88,876.00
STEP 5	\$98,595.00	\$98,595.00	\$98,595.00	\$98,595.00
STEP 6	\$108,314.00	\$108,314.00	\$108,314.00	\$108,314.00
STEP 7	\$118,033.00	\$118,033.00	\$118,033.00	\$118,033.00
STEP 8	\$127,752.00	\$127,752.00	\$127,752.00	\$127,752.00
STEP 9	\$136,681.00	\$137,471.00	\$137,471.00	\$137,471.00
STEP 10		\$140,098.00	\$143,600.00	\$147,190.00
SERGEANT	\$150,060.00	\$153,812.00	\$157,657.00	\$161,598.00
LIEUTENANT	\$163,920.00	\$168,018.00	\$172,218.00	\$176,523.00
CAPTAIN	\$176,817.00	\$181,237.00	\$185,768.00	\$190,412.00

Note: Anniversary date for pay increments following training shall be the date following academy certification. * These employees will also receive a voucher system from the Borough for Academy and Town Uniforms and Equipment per agreed list.