



STATE OF NEW JERSEY

FINAL ADMINISTRATIVE ACTION
OF THE
CIVIL SERVICE COMMISSION

In the Matter of the
Bergen County Sheriff and County
Police Officer Title Series

CSC Docket Nos. 2018-1723 and
2021-310

Administrative Appeal
Acknowledgment of Settlement

ISSUED: OCTOBER 27, 2020 (DASV)

The Bergen County Sheriff,¹ represented by Daniel Zwillenberg, Esq., appeals the determination of the Director of the Division of Agency Services (Agency Services), denying his request to allow out-of-title series supervision of County Police Officers and Sheriff’s Officers and for the out-of-title work experience to be credited for promotional examination purposes. Additionally, Bergen County, represented by Julien K. Neals, Esq., County Counsel, the Bergen County Sheriff, and the Police Benevolent Association (PBA) Local 134/134A, represented by Stephen B. Hunter, Esq., petition the Civil Service Commission (Commission) for acknowledgment of the attached Memorandum of Agreement (2020 MOA), including the Sidebar Agreements with PBA Local 134/134A and PBA Local 49, represented by Michael A. Bukosky, Esq., which was entered into by the parties on August 14, 2020 and ratified by the Bergen County Board of Chosen Freeholders by resolution on September 2, 2020.

By way of background, the Bergen County Board of Chosen Freeholders passed an ordinance on October 16, 2013 to amend the County Administrative Code to transfer the “Division of Bergen County Police Department” from the Bergen County Department of Public Safety to the Bergen County Sheriff’s Office. A MOA for the Long Term Realignment of Police Services (2015 MOA) was entered into on January 1, 2015,² whereby the Bergen County Police Department was realigned as a division of the Sheriff’s Office known as the “Bergen County Sheriff, Bureau of Police Services”

¹ This matter was filed on behalf of former Sheriff Michael Saudino. The Bergen County Sheriff is now Andrew Cureton.

² It is noted that portions of the 2015 MOA were amended in March 2017.

(Bureau) under the control of the Sheriff. However, incumbents in the County Police Officer title series were not recorded as organizationally transferred to the County Sheriff in the County and Municipal Personnel System (CAMPS) until March 1, 2017. Thereafter, the Bergen County Sheriff submitted a layoff plan to the Division of Agency Services (Agency Services), dated March 23, 2017, and an amended plan dated March 31, 2017, targeting 26 County Police Officers (three captains, five lieutenants, three sergeants, and 15 police officers) for layoff for reasons of economy and efficiency. Agency Services approved the plan and notices of layoff, including layoff rights determinations (originally issued May 26, 2017, later amended on July 13, 2017, and corrected on July 19, 2017), were sent to affected employees. The employees were either laid off or demoted in lieu of layoff effective June 26, 2017 and were placed on applicable special reemployment lists (SRLs).

PBA Local 49 had requested a stay of this layoff with the Commission, arguing, germane to the matter at hand, that the affected employees should properly be reassigned to perform Sheriff's Officer work, that the duties performed by County Police Officers and Sheriff's Officers are functionally the same and that these should have layoff rights to each other. Upon review the Commission explained, in pertinent part, the differences between the Sheriff's Officer and County Police Officer titles under this agency's classification plan, including federal and statutory definitions, and an analysis of the "KSAs" in the job specifications for the titles, in order to show why the titles did not possess any displacement rights to one another. Accordingly, the Commission denied the stay request. *See In the Matter of County Police Officers, Bergen County Sheriff's Office* (CSC, decided June 7, 2017). PBA Local 49 then filed an appeal to the Superior Court of New Jersey, Appellate Division (Appellate Division). *See In the Matter of Layoffs of Bergen County Sheriff's Department*, Docket Nos. A-4103-16T3 and A-4516-16T3 (App. Div., April 18, 2019). In a consolidated decision, the Appellate Division determined that since the Bergen County Sheriff's Office carried out the layoff plan and the Commission issued a decision on the layoff rights of the laid off officers, the stay matter before the court was considered moot.

With regard to the affected officers' layoff rights, Alan Brundage, a County Police Captain, and other Bergen County police personnel, represented by PBA Local 49, appealed the determination of their layoff rights by Agency Services to the Commission. Upon its review, the Commission found that their layoff rights were properly determined. In reaching its decision, the Commission incorporated the reasoning from its June 7, 2017 stay decision which denied the PBA a stay of Agency Services' approval of the layoff plan. It found that the appellants serving as County Police Sergeant, County Police Lieutenant, and County Police Captain only possessed displacement rights to lateral or demotional positions within the County Police title series. County Police Officers did not possess displacement rights to the title of Sheriff's Officer. *See Matter of Alan Brundage, et al., Bergen County Sheriff's Office* (CSC, decided March 27, 2018). Subsequently, PBA Local 49 filed an appeal with the Appellate Division, which affirmed the Commission's decision. The court found that

County Police Officers did not have lateral title rights against Sheriff's Officers as the titles were too dissimilar based on the Commission's comparison of the different duties and roles of the two positions. Consequently, the Appellate Division indicated that such a determination made the PBA's claim that the layoff unit should have been expanded immaterial. *See In the Matter of Alan Brundage, et al.*, Docket No. A-3466-17T3 (App. Div. June 29, 2020).

It is noted that appeals were also received by the Commission which challenged the good faith of the June 26, 2017 layoff. These appeals were transmitted for a hearing at the Office of Administrative Law (OAL) on September 20, 2017 and are pending an initial decision by an Administrative Law Judge.

Bergen County Sheriff's Office Request for Rule Relaxation to Permit Reporting Relationship Between Incumbents in County Police Officer and Sheriff's Officer Title Series

In late 2017, amidst this background, the Bergen County Sheriff, who is the appointing authority for the Bergen County Sheriff's Office, requested relaxation of *N.J.A.C.* 4A:3-3.4 to permit the establishment of reporting relationships between the County Police Officer and Sheriff's Officer title series in the Bureau. Additionally, pursuant to *N.J.A.C.* 4A:4-2.6(c), the appointing authority requested that incumbents in supervisory positions in the Bureau receive credit for out-of-title work experience for future promotional examinations. The request was based on a claim that the Bureau lacked a sufficient organizational structure because of the June 26, 2017 layoffs and due to the attrition of Bureau personnel by way of retirements. It is noted that 44 employees in the County Police Officer title series had actually been laid off or demoted in lieu of layoff. The appointing authority maintained that positions needed to be filled by individuals in the Sheriff's Officer title series and not from the County Police Officer title series pursuant to an "internal policy" enacted in 2015. By letter dated November 30, 2017, the Director of Agency Services denied the request noting that the two titles were dissimilar and that special reemployment lists (SRL) had been established after the layoff and that the appointing authority should use the SRLs to fill the needed positions.

The Bergen County Sheriff appealed Agency Services' determination to the Commission. After the parties filed written arguments, the matter was presented to the Commission at its June 6, 2018 meeting. However, the matter was held for further review. In that regard, the Commission's Chairperson indicated that the request of the Bergen County Sheriff was to permit the blanket authorization for the performance of out-of-title work with respect to the County Police Officer and Sheriff's Officer title series. As such, the consistent assignment of out-of-title work essentially meant that a position is misclassified. Therefore, given that the primary issue in the case was whether the Commission would permit incumbents in the County Police Officer or Sheriff's Officer title series to be misclassified, the parties were given the

opportunity to submit their positions on this issue. Furthermore, since the Commission's layoff rights determination was appealed to the Appellate Division, and the issues surrounding that case touched upon the issue of the out-of-title work, the present matter was held in abeyance pending the court's determination. No additional positions on the issue were ever submitted by the parties to the Commission for review and the Appellate Division found that County Police Officers did not have lateral title rights against Sheriff's Officers as the titles were too dissimilar based on the Commission's comparison of the different duties and roles of the two positions. *See Brundage, et al., supra.*

In the meantime, PBA Local 49 alleged that the appointing authority was utilizing County Correctional Police Officer, Sheriff's Officer, and County Police Officer titles interchangeably as it deemed fit. Agency Services received several petitions for position classification reviews from individuals serving in the County Correctional Police Officer title series within the Bergen County Sheriff's Office. Additionally, four petitions for position classification reviews were received by Agency Services from individuals in the County Police Officer title series. The matters were held pending the resolution of the within matter.

Request for the Commission to Acknowledge Settlement

On August 14, 2020, Bergen County, the Bergen County Sheriff, and PBA Locals 134/134A and 49 entered into another MOA. The Commission received the attached settlement agreement on September 15, 2020, and as set forth in more detail below, the parties agreed, among other things, that the remaining individuals in the County Police Officer title series would be afforded the opportunity for a title change to the corresponding rank in the Sheriff's Officer title series. In addition, the officers who were demoted in lieu of layoff in 2017 would be "repromoted" and given the corresponding rank in the Sheriff's Officer title series. As the Appellate Division has now concluded its review of the layoff rights appeal and the parties have been given the opportunity to brief the aforementioned classification issue and have since entered into a settlement agreement which touches upon said issue, the pending matter and the 2020 MOA and the Sidebar Agreements are now being presented to the Commission for its final determination and acknowledgement.

As set forth in the attached 2020 MOA, the parties agreed that the officers in the County Police Officer title series "will be offered the opportunity to accept a lateral title change to the Civil Service title series of County Sheriff's Officer³ at the rank held at the time of lateral title change . . . This offer will remain open for a period of thirty days from the date this agreement is ratified by all the parties and approved by the [Commission]." The parties further agreed that, upon the lateral title change, the officers would hold permanent status in their respective Sheriff's Officer title.

³ The proper Civil Service names of the titles in the Sheriff's Officer title series do not contain "County."

The lateral title change was offered as a voluntary option⁴ and if an officer declined to participate, “he or she shall remain a County Police Officer and shall not relinquish any rights.” The 2020 MOA also called for the repromotion of supervisory County Police Officers who had been demoted in lieu of layoff in 2017. Specifically, the agreement stated that “upon acceptance of the lateral title change to the Civil Service title of County Sheriff’s Officer, [the demoted officer would] be repromoted to the rank he or she held prior to the 2017 Layoff. This repromotion shall be effected immediately prior to the completion of the lateral title change” Further, the agreement indicated that an officer’s repromotion would be contingent upon his or her request for a title change. If the lateral title change “is not completed for any reason, the officer will not be repromoted.”

As for “Civil Service Seniority,” the 2020 MOA noted that “continuous permanent service accumulated as a County Police Officer prior to the lateral title change shall be considered as continuous permanent service with the Sheriff’s Office.” “PBA 49 members who become Sheriff’s Officers will receive year-for-year credit for their service in the Civil Service title of County Police Officer which will be applied to their lateral title change as Sheriff’s Officers.” In addition, the parties stipulated that “[a]n employee accepting a lateral title change to the Civil Service title series of Sheriff’s Officer shall be eligible for promotion in the Civil Service title series of County Sheriff’s Officer in accordance with [Commission] regulations concerning eligibility for promotion” As for the salary of the officers, it was noted, among other provisions, that salaries would be “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.”

The 2020 MOA also set forth provisions regarding the dismissal or withdrawal of any pending litigation. With regard to Civil Service matters, the agreement noted that the PBA would dismiss its claim as a “party” to the good faith layoff appeals (pending at OAL)⁵ and the layoff rights appeal (which had already been decided by the Appellate Division as previously indicated). Nonetheless, it was recognized that individual claims would not be dismissed as the PBA did not have the authority to dismiss such appeals. However, the 2020 MOA also stipulated that any employee who voluntarily accepts a lateral title change “must dismiss any individual pending litigation . . . arising out of or relating to the 2017 Layoff.” Moreover, in consideration of the lateral title change and as a “compromise of all litigation to which the officer

⁴ Exhibit A of the attached 2020 MOA includes a proposed Request for Lateral Title Change and Release prepared for an officer’s signature.

⁵ Any settlement or withdrawal of an appeal pending before the OAL must first be presented to the Administrative Law Judge as the jurisdiction over the appeal is currently with OAL. Upon transmittal back to the Commission from the OAL, the Commission will make the final administrative determination if any such settlement is in compliance with Civil Service law and rules.

may be party,” the parties agreed that \$20,000 would be paid to each of the County Police Officers accepting the lateral title change as a lump sum payment, or, for pension purposes, paid as back pay or partial back pay for a period of one year retroactive from the effective date of a repromotion and lateral title change. “Such payment is simultaneously considered payment in settlement of claims of improper demotion as raised within the various litigation noted herein in order to make such officers whole.”

CONCLUSION

It is initially noted that the Commission has reviewed the 2020 MOA and Sidebar Agreements and will address only issues under its jurisdiction. It is well settled that the Commission does not have jurisdiction to review local grievances (*see N.J.A.C. 4A:2-3.1(d)*) or items which are contained in a collective bargaining agreement negotiated between the employer and the majority representative. *See In the Matter of Jeffrey Sienkiewicz, Bobby Jenkins and Frank Jackson*, Docket No. A-1980-99T1 (App. Div., May 8, 2001). The proper forum to bring such concerns is the Public Employment Relations Committee (PERC). *See N.J.S.A. 34:13A-5.3 and N.J.S.A. 34:13A-5.4(c)*. Furthermore, salary and benefits specifically regulated by a local appointing authority will not be reviewed unless otherwise noted. In that regard, salary disputes in local service are not reviewable by the Commission unless the base salary of the employee is outside the established range for the job title. *See N.J.S.A. 11A:3-7 and N.J.A.C. 4A:3-4.1*. However, the Commission emphasizes that it does not disturb any term of MOA or Sidebar Agreements regarding salaries or lump sum payments. Moreover, *N.J.A.C. 4A:6-1.1(a)* provides that in local service, appointing authorities shall establish types of leaves and procedures for leaves of absence although minimum amounts are provided in the regulations.⁶ As such, the section of the agreements pertaining to contractual seniority for assignments and intergovernmental transferees, salary and compensation matters (including longevity, holiday, and differential pay), vacation leave, health benefits, retiree benefits, and any litigation pending at PERC relating to the foregoing will not be addressed.

The policy of the judicial system strongly favors settlement. *See Nolan v. Lee Ho*, 120 *N.J.* 465 (1990); *Honeywell v. Bubb*, 130 *N.J. Super.* 130 (App. Div. 1974); *Jannarone v. W.T. Co.*, 65 *N.J. Super.* 472 (App. Div. 1961), *cert. denied*, 35 *N.J.* 61 (1961). This policy is equally applicable in the administrative area. A settlement will be set aside only where there is fraud or other compelling circumstances. *See Nolan, supra*. In this matter, no such compelling circumstances exist. Rather, the Commission finds that the terms of the 2015 MOA eroded the classification of

⁶ Although a voluntary option is proposed for a lateral title change of County Police Officers to the Sherriff Officer title series, the regulations also provide that vacation and sick leaves for police officers and firefighters are established by local ordinance. *See N.J.A.C. 4A:6-1.1(a)4, N.J.S.A. 40A:14-7, N.J.S.A. 40A:14-118.*

positions when it transferred the County Police Officers to the Sheriff's Office. Given that the appointing authority is willing to balance the equities in this matter, the Commission finds that the terms of the 2020 MOA over which the Commission has jurisdiction provide an equitable solution and should be acknowledged. Accordingly, the Commission shall permit those individuals in the County Police Officer title series who decline the title change to the Sheriff's Officer title series to retain their positions and remain misclassified in the County Police Officer title series until vacated wherein the positions will then be classified as Sheriff's Officer. *See In the Matter of Hortensia Arce, et al.* (Commissioner of Personnel, decided April 11, 1995) (Due to erosion of classification plan, Commissioner held harmless incumbents in five positions and permitted the positions to remain classified as Word Processing Specialist 3 until vacated wherein the positions would be classified as Senior Clerk Typist). The appropriate effective dates of the title change shall be when the individual positions are either vacated by those individuals who opt to remain in the County Police Officer title series or 30 calendar days from the date of issuance of this decision for all other remaining officers in the County Police Officer title series who accept the title change. For those individuals who were demoted in lieu of layoff from supervisory or higher supervisory titles in 2017, the corresponding SRL shall be certified within 15 days of this decision and disposed in accordance with applicable Civil Service law and rules no later than 30 days from the issuance date of the Commission decision and on said 30th day, all of these supervisory positions in the County Police Officer title series shall be reclassified to the corresponding rank in the Sheriff's Officer title series. It is noted that should an individual opt to remain in the County Police Officer title series and is listed on the supervisory SRL, the appointing authority may request that the eligible's name be removed from the eligible list on the basis of "good cause as established by the appointing authority" for lack of interest in the Sheriff's Officer title series.

Moreover, in the cases of title changes, *N.J.A.C.* 4A:4-7.6(b)1 provides in relevant part that if both titles are substantially similar, then the employee shall retain accumulated seniority or service for purposes of determining promotional, layoff, or demotional rights and sick and vacation entitlements. However, pursuant to *N.J.A.C.* 4A:4-7.6(c)2, if the titles are dissimilar, then the employee shall only retain accumulated service for purposes of determining sick and vacation leave entitlement. Stated differently, title seniority is not retained. In addition, *N.J.A.C.* 4A:4-7.6(c) provides that if both titles are dissimilar, then the employee shall be appointed pending examination, if the new title is in the competitive division, and satisfactorily complete the working test period. The Commission notes that it has previously permitted County Police Officers to retain title seniority when the incumbents voluntarily agreed to have their titles laterally changed to the functionally dissimilar title of Sheriff's Officer as an alternative to layoff. *See In the Matter of County Police Officers, Essex County Sheriff's Office* (MSB, decided April 11, 2007) and *In the Matter of Sheriff's Officer, Hudson County* (MSB, decided December 16, 1997). In this matter, the Commission has held, and the Appellate

Division has affirmed, that the titles in the County Police Officer and Sheriff's Officer title series are functionally dissimilar. However, the parties have amicably agreed to the retention of title seniority, and given the complex history of these positions and for equitable reasons, the Commission finds it appropriate to relax the regulatory provisions and affords the employees in the County Police Officer positions title seniority in the corresponding Sheriff's Officer title. See *N.J.A.C. 4A:1-1.2(c)*. Furthermore, there is nothing in the record which demonstrates that the employees have not continuously performed the duties of their positions. Therefore, they should be considered as having successfully completed a working test period and their title change is to be considered permanent.

As previously observed, the 2020 MOA noted that "continuous permanent service accumulated as a County Police Officer prior to the lateral title change ***shall be considered as continuous permanent service with the Sheriff's Office.***" "PBA 49 members who become Sheriff's Officers will receive year-for-year credit for their service in the Civil Service title of County Police Officer which will be applied to their lateral title change as Sheriff's Officers." Significantly, the 2020 MOA specifically indicates that former employees in the title of County Police Officer as of the date of the MOA, including employees who were laid off, "are not a party to and shall not be entitled to any of the benefits or other terms and conditions contained in this Agreement." In other words, the 2020 MOA calls for any incumbents in the County Police Officer title series who now accept a lateral title change to have seniority as if they were incumbents in the Sheriff's Officer title series prior to the 2017 Bergen County Sheriff's Office layoff. Seniority would commence in the Sheriff's Officer title series based on their permanent date of appointment with the Bergen County, Department of Public Safety, a different organizational unit, as a County Police Officer. Although the Commission has acknowledged this provision, it cannot be ignored that 10 entry-level County Police Officers who were totally displaced from employment from the Bergen County Sheriff's Office are currently on the SRL for County Police Officer.

While it is speculative if the 2017 layoff would have been required had the incumbent County Police Officers voluntarily agreed to a lateral title change to Sheriff when the Bergen County Police Department was realigned to the Bergen County Sheriff's Office, the Commission finds that it should provide an equitable remedy within its authority to the remaining County Police Officers on the SRL. Therefore, the 10 remaining individuals on the entry level County Police Officer SRL are deemed to have seniority as if they were an incumbent in the Sheriff's Officer title based on their date of permanent appointment as a County Police Officer to the date that they were laid off. Additionally, the SRL for the entry level County Police Officer title shall be used as appropriate to Sheriff's Officer for the Bergen County Sheriff's Office and be utilized at the time of next certification for Sheriff's Officer. If any of these 10 eligibles on the SRL are appointed as Sheriff's Officers, their seniority shall

be aggregated as if they had served in the Sheriff's Officer title from their initial permanent appointment.

In addition, since the Commission has approved portions of the subject title change, any allegations of utilizing County Police Officer and Sheriff's Officer positions interchangeably are now moot. However, while the allegation concerning the County Correctional Police Officer title series also raises issues of misclassification, that matter is not ripe for determination. As such, it is beyond the scope of this decision. In that regard, Agency Services is in receipt of petitions for position classification reviews of individuals serving in the County Correctional Police Officer title series. Those matters have been held pending the resolution of the within matter. The reviews may now proceed. Should the petitioners in the County Correctional Police Officer disagree with the classification determinations of Agency Services, they may appeal to the Commission pursuant to *N.J.A.C. 4A:3-3.9(e)*.

Similarly, Agency Services may issue its determination regarding the four petitions for position classification reviews received from County Police Officer employees. Consistent with the timeframes established by the subject title change, any change in classification must be effective 30 days from the issuance date of this decision.⁷ The Commission also directs that once a position is vacated, due to either resignation, retirement, removal from employment, or promotion or demotion through individual reclassification requests, said positions shall appropriately be classified in the Sheriff's Officer title series.⁸ Thus, any upward or downward reclassification must be made in the Sheriff's Officer title series and not the County Police Officer title series. Additionally, the Sheriff's Office is prohibited from recruiting, appointing, or promoting to any rank in the County Police Officer title series after the below noted SRL certifications are disposed. Thus, there should no longer be an open competitive or promotional announcement in the County Police Officer title series or recruitment by way of intergovernmental transfer.⁹

⁷ It does not appear that the request for position classification review is subject to withdrawal per the 2020 MOA. Regardless, the Commission may review such positions under its broad reclassification powers.

⁸ The appointment of an officer from the supervisory SRL may render the position classification request moot.

⁹ Another classification issue was raised during the pendency of the within matter which stemmed from the June 7, 2017 layoff. In that regard, in February 2019, PBA Local 49 requested a stay and interim relief of any appointment or intergovernmental transfer made by the Bergen County Sheriff's Office. It alleged that the Sheriff announced that the office was seeking new hires, as well as intergovernmental transfers, to fill positions formerly held by laid off County Police Officers. However, PBA Local 49 did not identify any person who had been appointed or transferred by intergovernmental transfer to a position that should have been classified by the County Police Officer title. As such, there was insufficient information for this agency to take action. Nonetheless, in the present case, the Commission has now prohibited the appointing authority from recruiting and appointing officers in the County Police Officer title series.

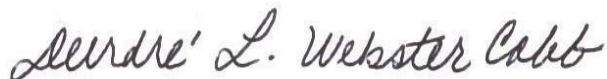
In order to effectuate this settlement, in accordance with the 2020 MOA, for those individuals who were demoted in lieu of layoff from supervisory or higher supervisory titles in 2017, the corresponding County Police Officer SRL shall be certified as appropriate to the corresponding level of Sheriff's Officer within 15 days of this decision and disposed in accordance with applicable Civil Service law and rules no later than 30 days from the issuance date of the Commission decision and on said 30th day, all of these supervisory positions in the County Police Officer title series shall be reclassified to the corresponding rank in the Sheriff's Officer title series.

ORDER

Therefore, it is ordered that this request be granted. Additionally, it is ordered that the SRLs for the various levels of the County Police Officer title series be certified as appropriate for the corresponding rank Sheriff's Officer title series to affect the promotions consistent with the settlement. Further, it is ordered that the SRL list for the entry level County Police Officer title be used as appropriate to Sheriff's Officer for the Bergen County Sheriff's Office and be utilized at the time of next certification. Finally, the Bergen County Sheriff's request to permit out-of-title supervision is dismissed as moot and the Division of Agency Services is ordered to finalize the outstanding position classification reviews.

This is the final administrative determination in this matter. Any further review should be pursued in a judicial forum.

DECISION RENDERED BY THE
CIVIL SERVICE COMMISSION ON
THE 21ST DAY OF OCTOBER 2020



Deirdré L. Webster Cobb
Chairperson
Civil Service Commission

Inquiries
and
Correspondence:

Christopher S. Myers
Director
Division of Appeals
and Regulatory Affairs
Civil Service Commission
Written Record Appeals Unit
P.O. Box 312
Trenton, New Jersey 08625-0312

Attachment

c: Julien X. Neals, Esq.
Andrew Cureton
James J. Tedesco III
Michael A. Bukosky, Esq.
Christopher Weston
Steven B. Hunter, Esq.
Jorden Kalendar
Matthew Bartlett
Gary Bendit
Peter Flannery
Justin Garcia
Andrew Kara
William McMonigle
James Paolizzi
Ronald Salzano
Daniel Sansevere
Dario Vargas
Division of Agency Services
Records Center

MEMORANDUM OF AGREEMENT

between

THE BERGEN COUNTY SHERIFF'S OFFICE

-and-

THE POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL 49

Whereas, the Policeman's Benevolent Association, Local 49 ("PBA 49") is the exclusive representative of a negotiations unit of employees holding the Civil Service title of County Police Officer, and related superior officer titles, employed by the Bergen County Sheriff's Office ("Sheriff") at its Bureau of Police Services; and,

Whereas, as the result of an agreement between the Sheriff, the County of Bergen ("County"), and the Bergen County Prosecutor's Office, effective January 1, 2015, operational and administrative authority over the Bergen County Police was transferred from the County to the Sheriff; and,

Whereas, the Sheriff's Department conducted layoffs in 2017 which have been contested by the PBA, and

Whereas, the Sheriff has stated that he is contemplating additional layoffs and has engaged in good faith efforts to seek a settlement in lieu of layoffs, and

Whereas, the parties are desirous of settling the numerous litigations between them and avoiding the need for further layoffs, and

Whereas, the parties wish to memorialize their agreements in this Memorandum of Agreement ("Agreement") as follows.

Now, therefore, the parties agree as follows:

GENERAL TERMS

1. This agreement is between PBA 49, Police Benevolent Association, Local 134, Police Benevolent Association, Local 134A, and the Sheriff and the County of Bergen.
2. Participation by any individual within the terms of this settlement agreement shall be strictly voluntary for any individual County Police Officer. However, a Bergen County Police Officer who voluntarily agrees to avail himself of the benefits within this settlement agreement will be subject to all terms within this agreement.
3. Definitions:
 - a. The term "County Police Officer" shall refer to all ranks in the Civil Service title series of County Police Officer, including County Police Officer, County Police Sergeant, County Police Lieutenant, and County Police Captain.

- b. The term "litigation" shall be deemed to include all manner of adversarial proceedings regardless of the forum, including but not limited to: grievances; unfair labor practice charges; arbitration; attempts to prevent IGTs; and all manner of civil actions or appeals in, to, or from federal or state court, PERC, the Civil Service Commission, or any other governmental agency or entity.
- c. The term "2017 Layoff" refers to the action taken by the Bergen County Sheriff in 2017 in filing and carrying out the layoff and demotion of employees within the Bureau of Police Services in the title series of County Police Officer.
- d. The term "Salary Index Litigation" refers to grievance arbitration docket number AR-2016-526, and any action seeking to confirm the arbitrator's award in said grievance arbitration.

4. Other Approvals Required.

- a. The parties recognize that this Agreement is expressly contingent upon approval by Civil Service as a recognized settlement in lieu of layoffs. This agreement is also subject to approval by the Bergen County Executive, Bergen County Board of Chosen Freeholders, and, to the extent the provisions of the contract between the Sheriff and PBA Local 134 and PBA Local 134A are implicated, PBA Local 134 and PBA Local 134A.
- b. Upon approval by the membership of PBA 49, this Agreement shall be provided to PBA Local 134, PBA Local 134A, the Civil Service Commission, the Bergen County Executive and the Bergen County Board of Freeholders. In the event it is determined that approvals are legally required from any of these entities, and such approvals cannot be obtained, the entire Agreement and all its terms shall be null and void and the parties may take whatever action is necessary to protect their interests.
- c. Upon approval by all parties to this Agreement and approval by the Civil Service Commission, this Agreement shall be deemed an addendum to the collective bargaining agreement between the Sheriff and PBA Local 134 and between the Sheriff and PBA Local 134A, as applicable.

LATERAL TITLE CHANGE AND CIVIL SERVICE RIGHTS

5. Repromotion / Lateral Title Change:

- a. Lateral Title Change: Each member of PBA 49 currently employed by the Sheriff and holding permanent status in the Civil Service title series of County Police Officer (at all ranks) will be offered the opportunity to accept a lateral title change to the Civil Service title series of County Sheriff's Officer at the rank held at the time of lateral title change (e.g. a PO Sergeant's title will change to SO Sergeant). This offer will remain open for a period of thirty days from the date this agreement is ratified by all parties and approved by the Civil Service Commission. This deadline may be relaxed by consent of both the Sheriff and PBA Local 49 for good cause. Any member of PBA 49 who accepts such lateral title

change prior to the deadline for acceptance will hold permanent status in the Sheriff's Officer title immediately upon completion of the lateral title change, which shall be effectuated as soon as possible after this Agreement is ratified by the respective parties and any needed approvals are received. An employee who voluntarily accepts a lateral title change and/or re-promotion shall be required to individually sign a writing requesting the lateral title change, acknowledging that repromotion is contingent upon lateral title change to the Civil Service title series of County Sheriff's Officer and that if Civil Service rejects the lateral title change or if the lateral title change is not completed for any reason, the officer will not be repromoted, and releasing claims in accordance with Paragraph 14, below. The writing shall be in the form annexed hereto as **Exhibit A**. The employee shall also be required to sign any forms or writings required by the Civil Service Commission to effectuate the lateral title change. If an employee declines to request a lateral transfer within thirty days from the date this agreement is ratified by all parties and approved by the Civil Service Commission or such later date if the Sheriff and PBA 49 agree to relax the deadline, or otherwise declines to participate in the terms of this agreement, he or she shall remain a County Police Officer and shall not relinquish any rights.

- b. Repromotion: Each member of PBA 49 currently employed by the Sheriff, who was demoted as part of the 2017 Layoff, shall, upon acceptance of a lateral title change to the Civil Service title of County Sheriff's Officer, be repromoted to the rank he or she held prior to the 2017 Layoff. This repromotion shall be effected immediately prior to the completion of the lateral title change, at which time the employee will be transferred to the equivalent Sheriff's Officer title (e.g. A County Police Lieutenant who was demoted to the rank of County Police Sergeant will be repromoted to the rank of County Police Lieutenant, and then immediately laterally transferred to the title of Sheriff's Officer Lieutenant). An employees who voluntarily accepts a lateral title change and/or re-promotion shall be required to individually sign a writing requesting the lateral title change, acknowledging that repromotion is contingent upon lateral title change to the Civil Service title series of County Sheriff's Officer and that if Civil Service rejects the lateral title change or if the lateral title change is not completed for any reason, the officer will not be repromoted, and releasing claims in accordance with Paragraph 14, below. The writing shall be in the form annexed hereto as **Exhibit A**. The employee shall also be required to sign any forms or writings required by the Civil Service Commission to effectuate the lateral title change.
- c. Membership in PBA 134: All employees accepting a lateral title change to the Civil Service title series of Sheriff's Officer will become members of 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 post-retirement 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.

6. Seniority:

- a. Civil Service Seniority shall be determined in accordance with Civil Service statutes and regulations (currently N.J.A.C. 4A:8-2.4), except that, subject to approval by Civil Service Commission, continuous permanent service accumulated as a County Police Officer prior to the 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.
 - b. 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 Sergeant or County Police 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 selections are expanded to reasonably accommodate the increase in personnel in the Sheriff's Officer Title Series, and all previously approved vacation for 2019 will be honored.
 - c. For purposes of seniority, and in compliance with Civil Service Commission regulations, PBA 49 members who become Sheriff's Officers will receive year-for-year credit for their service in the Civil Service title of County Police Officer which will be applied to their lateral title change as Sheriff's Officers.
7. Eligibility for Promotion: An employee accepting a lateral title change to the Civil Service title series of Sheriff's Officer shall be eligible for promotion in the Civil Service title series of County Sheriff's Officer in accordance with Civil Service Commission regulations concerning eligibility for promotion, e.g. N.J.A.C. 4A:4-2.6(a) and (b). Upon accepting a promotion, the PBA 49 CBA shall no longer apply in any way to that employee. He or she shall be paid the base salary set forth in the PBA 134 CBA for that rank, and all terms and conditions of employment for that officer shall be governed by the PBA 134 CBA. For purposes of this paragraph, repromotion to a County Police Officer title prior to lateral title change to the Civil Service title series of Sheriff's Officer, as set forth below, shall not be considered promotion.

COUNTY POLICE WHO VOLUNTARILY OPT OUT OF THE AGREEMENT

8. All participation in the terms of this settlement agreement shall be voluntary.
9. Employees who decline to voluntarily accept a Lateral Title Change: The formal agreement must be approved by a majority of the membership of PBA 49. Additionally, each individual member of PBA 49 will be asked to accept the lateral title change to the Civil Service title series of Sheriff's Officer. PBA 49 agrees to distribute this Agreement to its entire membership. Any individual member who declines to voluntarily accept a lateral title change to the Civil Service title series of Sheriff's Officer, along with all of the specific terms and conditions contained in the agreement contemplated by this proposal, shall not

waive any of his or her rights. If an employee declines to request a lateral transfer within thirty days from the date this agreement is ratified by all parties and approved by the Civil Service Commission or such later date if the Sheriff and PBA 49 agree to relax the deadline, or otherwise declines to participate in the terms of this agreement, he or she shall remain a County Police Officer and shall not relinquish any rights. Any such individual, while not forfeiting his or her employment in the Bureau of Police Services, may, however, be subject to future personnel actions in accordance with Civil Service Commission regulations as currently being considered by the Sheriff and as communicated to the PBA in the recent meetings required by the Civil Service Commission rules.

TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES ACCEPTING TITLE CHANGE

10. All employees accepting a lateral title change to the Civil Service title series of Sheriff's Officer will, upon the Civil Service Commission's approval of the lateral title change, become members of PBA 134. They 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 post-retirement medical benefits paid for by the Sheriff, except as the terms of the CBA are 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. Compensation / Salary Freeze:
 - a. Except as provided in Paragraph 11.a.iii, herein, 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:
 - i. 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 set forth in Paragraph 5.b., supra, 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).
 - ii. Longevity,

- iii. 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”).
 - iv. Holiday pay, and
 - v. Shift differential pay.
- b. 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 B**. The Parties acknowledge that Exhibit B 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 11.a.iii., above.
 - c. 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 11.a. 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.
 - d. 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.
 - e. 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
 - f. 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.

13. Retiree Health Benefits.

- a. The PBA 134 CBA (Article 9.3) currently exempts members of PBA 134 hired prior to March 1, 2017 from any health insurance contributions in retirement. 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 purposes of Article 9.3 of the PBA 134 CBA. 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.
- b. 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. The Parties acknowledge that the issue of one or more retirees' obligation to contribute toward the cost of their medical benefits is currently the subject of a grievance arbitration under Docket No. AR- 2018-307. Absent a decision in the grievance arbitration under Docket No. AR- 2018-307 that the PBA 49 CBA exempts all retired County Police Officers from responsibility for the medical benefit contributions required by Public Law 2011, Chapter 78, nothing in this Paragraph shall be deemed to exempt any retired County Police Officer from the obligation to contribute toward the cost of his or her health benefits in retirement.

SETTLEMENT OF EXISTING LITIGATION AND RIGHTS OF OTHER PARTIES

14. **Dismissal/Settlement of Current Litigation:**

- a. Upon ratification of this Agreement, PBA 49 shall dismiss all pending litigation against the County, the Bergen County Sheriff's Office, and any of either's officers or employees, with the exception of the grievance filed under Docket No. AR- 2018-307. (Tom Miller retirement benefits). No claims or litigation will be required to be dismissed until this agreement is ratified and approved by all parties and by the Civil Service Commission. The litigation to be dismissed shall include, but not be limited to, the matters listed on Exhibit C to this Agreement. It is recognized that the litigation to be dismissed by the PBA concerning the Good Faith Appeal CSV 14062-17, CSC Dkt No. 2017-3992 and the Layoff Rights Appeal, Dkt No. A-3466-17, will be a dismissal by the PBA only, as a party, and not as to any individual. It is recognized that the PBA does not have the authority to dismiss any appeal as to any individuals participating in the foregoing litigation. The Parties also recognize that claims of union retaliation raised within the

Civil Service Appeal related to the layoffs (CSV 14062-17) are not considered waived by any individual as a result of the settlement of the Unfair Practice Charge contesting the layoffs/demotions (PERC Docket No. CO-2018-142) which has been consolidated with the Good Faith Appeal. It is recognized that the PBA does not have the authority to dismiss or waive any individual claims.

- b. PBA 49 agrees to dismiss and waive entitlement by its members to the compensation set forth in the arbitrator's opinion and award, dated May 3, 2019 in grievance arbitration docket number AR-2016-526 (the "Salary Index Litigation"), and shall not move to confirm the award. If, at the time this Agreement is ratified, PBA 49 has already moved to confirm the award, PBA 49 shall withdraw such application and the parties shall execute a stipulation of dismissal. If necessary, the parties shall execute a separate settlement agreement dismissing the action.
- c. PBA 49 will agree not to initiate further litigation relating to any disputes or other matters that arose prior to the date of ratification this Agreement. This shall not preclude grievances arising out of minor discipline.
- d. Any employee who voluntarily accepts a lateral title change to the Civil Service title series of Sheriff's Officer must dismiss any individual pending litigation against the Bergen County Sheriff's Office, the County of Bergen, the Bergen County Prosecutor's Office, and any of their officers or employees, arising out of or relating to the 2017 Layoff or the Salary Index Litigation, and sign a release of all claims arising out of or relating to the 2017 Layoff or the Salary Index Litigation, known or unknown, accruing prior to the date of acceptance of the lateral title change. Individuals will not be required to dismiss any litigation claims which do not arise out of or relate to the 2017 layoffs or the Salary Index Litigation. No claims will be required to be dismissed until this agreement is ratified and the employee's lateral title change is approved by all parties and by the Civil Service Commission.
- e. Upon finalization of the lateral title change, the Sheriff's Office shall pay to each member of PBA 49 accepting a lateral title change to the Civil Service title series of Sheriff's Officer a lump sum of twenty thousand dollars (\$20,000), which sum represents a compromise of all litigation to which the officer may be a party. This sum shall be paid as a lump sum in settlement of litigation, and payroll taxes and deductions shall not be taken from the lump sum payment. The employee shall be responsible for all taxes due on the lump sum. Payment will be made within sixty days of the completion of that employee's lateral title change to the title series of Sheriff's Officer.
- f. Any employee who was demoted and who accepts the lateral transfer and re-promotion offer contained herein, will be entitled, at his or her option, to have a portion of that officer's settlement compromise of \$20,000, as set forth in paragraph 14(e), supra, paid as back pay for a period of one year, retroactive from the effective date of the officer's re-promotion and lateral title change, such that the sum of the back pay and the Officer's pensionable salary prior to repromotion shall equal the officer's pensionable salary after repromotion. This settlement of salary litigation (related to the salary index clause) will


be considered and treated as back pay for all purposes by all parties and will be subject to all applicable tax, pension, and health benefit withholdings. The balance of the settlement compromise will be provided in a lump sum to the employee. The employee shall be responsible for all taxes due on the lump sum. Officers will be permitted to receive the payments herein as settlement of their proper fixed and continuous salary in accordance with the collective bargaining agreements salary provisions under the 2014 PBA 49 MOA. Such payment is simultaneously considered payment in settlement of claims of improper demotion as raised within the various litigation noted herein in order to make such officers whole.

15. Prior to the effectuation of the lateral title change, the current PBA 49 CBA shall continue to govern the terms and conditions of employment for members of PBA 49.
16. Former Employees: Former employees who are not actively employed by the Sheriff's Office in the title series of County Police Officer as of the date a formal agreement incorporating the terms of this proposal is signed (including but not limited to employees who were laid off, who have retired, or who have resigned) are not party to and shall not be entitled to any of the benefits or other terms and conditions contained this Agreement. As such, they are not bound by this Agreement, and remain free to pursue their claims.
17. The parties acknowledge that PBA 49 and various individuals have filed litigation relating to the 2017 Layoff referenced in Paragraph 14, above. These litigants include individuals who were demoted but remain employed with the Bureau of Police Services and are members of PBA 49. The pending litigation includes various individual layoff and demotion appeals filed with the Civil Service Commission as well as litigation filed in the Superior Court of New Jersey. Except as required by Paragraph 14, "Dismissal/Settlement of Current Litigation," no individual is required to dismiss pending litigation specifically contesting the implementation of the June 2017 layoff, but may do so voluntarily for the terms outlined herein.
18. Any civil action filed within the Superior Court by any individual is not affected by this agreement unless a County Police Officer accepts his voluntary option to participate in this settlement agreement by accepting a lateral title change to the title series of Sheriff's Officer.
19. The parties agree that nothing in this Agreement shall serve as an admission by the PBA, the Sheriff, the Prosecutor, or the County or any of their officers, employees or agents that any action taken with respect to the 2017 Layoff was unlawful or wrongful, or that any action constituted a breach of contract or violated any federal, state, or local law, policy, rule or regulation. This Agreement shall not be used by any party as evidence in any such proceeding except in a proceeding to enforce the terms of this agreement.
20. PBA 49 shall retain standing to address any dispute regarding the implementation of this Agreement in accordance with its terms.


20. The Parties agree that any dispute which may arise between them arising out of or in connection with this Agreement shall be adjudicated in the Superior Court of New Jersey, Bergen County Vicinage, and they hereby submit to the exclusive jurisdiction of the state courts of the State of New Jersey located in Bergen County with respect to any such action.
21. All parties agree to take appropriate action to see that the agreement herein is implemented in good faith.
22. No individual offers or agreements will be extended to any County Police Officer outside of the terms of this agreement concerning terms and conditions of employment governed by collective bargaining agreement.
23. The terms of this Agreement are expressly declared to be nonseverable. Should this agreement become null and void because the Civil Service Commission does not approve it, or because any party fails to ratify it, then PBA 49, the Sheriff, the County, and PBA 134 and 134A agree to attempt to renegotiate the agreement to remove any legal infirmities and to achieve the intentions of the parties, without affecting the substantive agreements herein. If the parties are unable to renegotiate the agreement to remove the legal infirmities within a reasonable period of time, this Agreement shall terminate.
24. Entire Agreement. This Agreement, including any Exhibits and Addenda attached hereto, contain the sole and entire Agreement between the Parties and supersedes all negotiations and prior agreements or understandings between the Parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
25. Modifications. This Agreement may not be modified except in a writing executed by all Parties.
26. Governing Law/Venue/Construction. This Agreement and all amendments hereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. The venue shall be the County of Bergen. The Parties acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this Agreement and that, accordingly, this Agreement shall be construed in accordance with its terms and without regard to or aid of cannons requiring construction against the drafting party.
27. No Waiver. The failure of a Party to insist on strict performance of any or all of the terms of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver or relinquishment of any nature regarding such right or remedy or any other right or remedy. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

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


For PBA 49:


Dated: 8/14, 2020

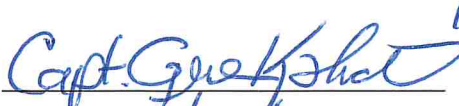
For the Sheriff:


Dated: 8/14, 2020

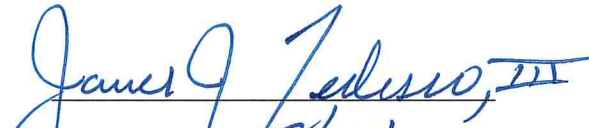
For PBA 134:


President PBA 134
Dated August 14th, 2020
JEROME KALENEN

For PBA 134A


Capt. Greg Kshat ¹¹⁹⁹
Dated 8/14, 2020

For the County of Bergen:


Dated 8/14, 2020

**EXHIBIT A – REQUEST FOR LATERAL TITLE CHANGE
AND RELEASE**

INDIVIDUAL REQUEST FOR LATERAL TITLE CHANGE AND RELEASE OF CLAIMS

BY: _____ (“RELEASOR,” “I,” or “EMPLOYEE”)

TO: The Bergen County Sheriff’s Office, County of Bergen, Bergen County Prosecutor’s Office, and each of their present, past, and future officers and employees, herein referred to collectively as “YOU” or “YOUR” or as “RELEASED PARTIES” (RELEASOR and RELEASED PARTIES collectively referred to herein as “THE PARTIES”).

1. I hereby request a lateral title change from the Civil Service title within the promotional series of County Police Officer to the equivalent Civil Service title within the promotional series of Sheriff’s Officer.
2. **REPROMOTION FOR OFFICERS DEMOTED IN 2017 LAYOFF:** I make this request with the understanding that, I was demoted as part of the 2017 Layoff, and that, I shall be repromoted to the rank I held prior to the 2017 Layoff, immediately prior to the completion of the lateral title change, at which time I will be transferred to the equivalent Sheriff’s Officer title (e.g. A County Police Lieutenant who was demoted to the rank of County Police Sergeant will be repromoted to the rank of County Police Lieutenant, and then immediately laterally transferred to the title of Sheriff’s Officer Lieutenant). I acknowledge that repromotion is contingent upon lateral title change to the Civil Service title series of County Sheriff’s Officer and that if the Civil Service Commission rejects the lateral title change or the lateral title change is not completed for any reason, the repromotion referenced herein will not take place. If Civil Service Commission has recorded my repromotion, and for any reason the lateral title change is not completed or is voided, I acknowledge and accept that such repromotion will be void.
3. Release of Claims: I hereby irrevocably and unconditionally release, remise, waive and forever discharge and covenant not to sue the RELEASED PARTIES, or file any claim against the RELEASED PARTIES **arising out of or related to the 2017 Layoff or the Salary Index Litigation**, and further release, remise, waive, dismiss, and forever discharge the RELEASED PARTIES from all actions, causes of action, suits, debts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages and expenses, of any nature whatsoever, and cause of action of every kind, nature and description, in law or equity, known or unknown, suspected or unsuspected, fixed or contingent, which I have ever had or now have against the RELEASED PARTIES **arising out of or related to the 2017 Layoff or the Salary Index Litigation**, including any claims for compensation and/or benefits, any claim for salary, severance, benefits, bonuses and any other forms of compensation, claims for personal injury, breach of contract, negligent or intentional misrepresentation, negligent or intentional infliction of emotional distress, defamation, wrongful termination or demotion, and any claims under federal, state or local laws, including but not limited to the New Jersey wage and hour laws, the New Jersey Wage Payment Law, the New Jersey Law Against Discrimination, the New Jersey Family Leave Act, the New Jersey Conscientious Employee Protection Act, the New Jersey Constitution, the common law of the State of New Jersey

(including, but not limited to “Pierce claims”) the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Fair Labor Standards Act, and the Lilly Ledbetter Fair Pay Act of 2009, which I have or may have or could assert against the RELEASED PARTIES as of the date on which this Agreement is signed. Specifically excluded from this paragraph are any claims I may have for unemployment insurance benefits, state disability compensation. This release covers claims that I know about and those I may not know about, other than claims that may arise after the date I execute this Release. **I further agree to dismiss with prejudice any pending litigation to which I may be a party arising out of or related to the 2017 Layoff or the Salary Index Litigation.** I acknowledge and understand that any and all rights and obligations of the RELEASED PARTIES set forth in this Release or in the Memorandum of Agreement are conditioned completely and entirely upon my waiver and release of any and all claims **arising out of or related to the 2017 Layoff or the Salary Index Litigation** pursuant to this paragraph.

4. Consideration and Voidability: I hereby acknowledge that in consideration of this release, I am being offered repromotion to the rank I held prior to the 2017 Layoff (if applicable), a lateral title change to the equivalent rank in the Civil Service title series of Sheriff’s Officer, as well \$20,000 in monetary compensation (paid either as lump sum, back pay, or a combination thereof). This release shall be voidable if the consideration recited herein is not provided.
5. Incorporation: The terms and conditions of the Memorandum of Agreement, as defined below, are hereby incorporated into this Release and made a part hereof as if set forth at length herein.
6. Voluntary Agreement. EMPLOYEE acknowledges and hereby agrees that EMPLOYEE fully understands the terms and conditions of this Release, and that EMPLOYEE has signed this Release voluntarily, without any coercion or duress on the part of any person or entity, and that EMPLOYEE is of sound mind, and is not under the influence of any medication or any other substance which might affect EMPLOYEE’S ability to enter into this settlement voluntarily.
7. Advice of Counsel. EMPLOYEE represents and agrees that EMPLOYEE was given adequate time to consider all aspects of this Release prior to signing it, and to freely and fully consult with and to seek the advice of whomever EMPLOYEE deemed appropriate, including but not limited to EMPLOYEE’S own litigation attorney.
8. Legal Authority. EMPLOYEE hereby represents that he has the full legal authority to enter into this settlement and to sign this Release on his own behalf, and that this Release may not be modified except by an agreement in writing executed by THE PARTIES hereto.
9. Entire Agreement. This Release constitutes the entire agreement and understanding between THE PARTIES relating to the subject matter contained herein.
10. Severability. EMPLOYEE hereby agrees that in the event that any portion of this Release shall be found to be illegal or to be in violation of public policy, or found for any reason to be unenforceable at law, such finding shall not invalidate any other part of this Release.

11. Governing Law. EMPLOYEE hereby agrees that the procedural and substantive rights, liabilities and remedies of THE PARTIES to this Release shall be governed by and shall be construed in accordance with the laws of the State of New Jersey, without regard to New Jersey's choice of law rules.
12. Jurisdiction. EMPLOYEE hereby agrees that any dispute which may arise out of or in connection with this Release shall be adjudicated in the Superior Court of New Jersey, Bergen County Vicinage, and hereby submits to the exclusive jurisdiction of the state courts of the State of New Jersey located in Bergen County with respect to any such action.
13. Who is Bound. EMPLOYEE is bound by this Release. Anyone who succeeds to EMPLOYEE'S rights and to EMPLOYEE'S responsibilities, such as EMPLOYEE'S heirs or the executor of EMPLOYEE'S Estate, is also bound. To the extent that EMPLOYEE possesses a statutory or common law claim for reimbursement of attorneys fees, costs or disbursements associated with an litigation arising pursuant to the decisional or common law of this state or pursuant to any state statute or pursuant to the Court Rules, it is EMPLOYEE'S intention that EMPLOYEE'S attorney also be bound by this Release as to EMPLOYEE'S claim for reimbursement of attorneys fees, costs or disbursements.

14. Definitions:

- a. The term "litigation" shall be deemed to include all manner of adversarial proceedings arising out of or related to the 2017 Layoff or the Salary Index Litigation regardless of the forum, including but not limited to: grievances; unfair labor practice charges; arbitration; attempts to prevent IGTs; and all manner of civil actions, proceedings, or appeals in, to, or from federal or state court, PERC, the Civil Service Commission, or any other governmental agency or entity.
- b. The term "2017 Layoff" refers to the action taken by the Bergen County Sheriff in 2017 in filing and carrying out the layoff and demotion of employees within the Bureau of Police Services in the title series of County Police Officer.
- c. The term "Salary Index Litigation" refers to grievance arbitration docket number AR-2016-526, and any action seeking to confirm the arbitrator's award in said grievance arbitration.
- d. The term "Memorandum of Agreement," refers to a certain Memorandum of Agreement between PBA 49, the Bergen County Sheriff, County of Bergen, Bergen County Prosecutor's Office, PBA Local 134, and PBA Local 134A, dated _____, which Memorandum of Agreement seeks to settle various litigation between the above parties and to avoid the need to lay off County Police Officers, which Memorandum of Agreement includes a copy of this Release as an exhibit.

PLEASE READ CAREFULLY. THIS RELEASE IS THREE (3) PAGES IN LENGTH PLUS SIGNATURE PAGE AND INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF, and intending to be legally bound, I have agreed to the aforesaid terms and indicate my agreement with same by signing below.

Signed: _____

Printed: _____

Dated: _____

THE STATE OF NEW JERSEY
COUNTY OF _____

On _____, 20____ before me, _____, Notary Public in and for said county, personally appeared _____, (signer/witness) who has/have satisfactorily identified him/her/themselves as the signer to the above-referenced document.

Notary Public Signature

Print _____

My commission expires: _____

EXHIBIT B – OFFICER SALARIES ON REPROMOTION

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

EXHIBIT C – LITIGATION TO BE DISMISSED BY PBA 49

- Civil Service Commission - Good Faith Layoff Appeal [OAL Dkt. No. CSV 14062-17; CSC Docket Nos. 2017-3992 et al.]
- Civil Service Commission – Layoff Rights Appeal [CSC Docket Nos. 2018-307 et al.; Appellate Division Docket No. A-00346617]
- PERC Grievance Arbitration [AR-2016-524]
- PERC Grievance Arbitration [AR-2016-525]
- PERC Grievance Arbitration [AR-2016-526]
- PERC Unfair Practice Charge [PERC CO-2017-119]
- PERC Unfair Practice Charge [PERC CO-2018-140]
- PERC Unfair Practice Charge [PERC CO-2018-141]
- PERC Unfair Practice Charge [PERC CO-2018-142]
- PERC Unfair Practice Charge [PERC CO-2019-036], except that the Sheriff will agree to maintain the status quo of giving credit for prior military service toward eligibility for senior officer pay provided the officer has purchased PFRS credit for that time.

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 per year / 2080 = \$48.0769231 per hour

\$48.0769231 per hour x 8 hours in a day = \$384.615385 per day

\$384.615385 per day x 14 holidays = \$5,384.61538 total holiday pay per year

\$5,384.61538 total holiday pay per year / 26 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):

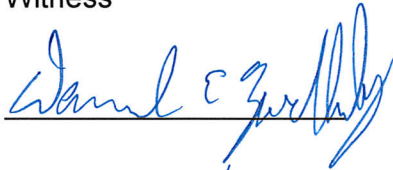
For purposes of this paragraph, effective January 1, 2021, IGTs shall be credited with one (1) year of service credit for every two (2) years of service with their predecessor department, but must have completed at least one (1) year of service with the Bergen County Sheriff's Office before being considered 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 rescinded, 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



BERGEN COUNTY SHERIFF:



Sheriff Anthony Cureton

Dated: August 14, 2020

Witness

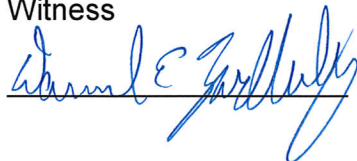



**POLICEMEN'S BENEVOLENT ASSOCIATION
PBA LOCAL 134:**


Name: Shawn Kalender
Title: President 134

Dated: August 14th, 2020

Witness




Name: Frank Warther
Title: State Delegate

Dated: August 14, 2020

**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

(a)
(b)
CBA

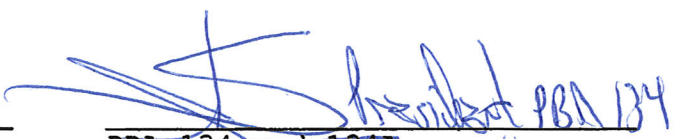
purposes of Article 9.3 of the PBA 134 PBA. The Parties agree that they will not include any term in any successor collective bargaining agreement that discriminates against the members of PBA 49 accepting lateral title change to the Civil Service title series of Sheriff's Officer with respect to entitlement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

 County of Bergen
 8/14/2020



 PBA 134 and 134A
 Jordan Kalevan

 Bergen County Sheriff

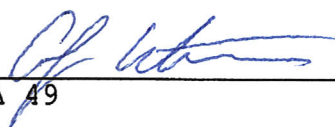
 Capt. Gene Kohat 1199
 PBA 134A

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

PBA 134
Jordan KAJENEN


PBA 134A

1199



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 603-20

Agenda: 9/2/2020

Sheriff's Office

Meeting Date: 9/2/2020

Purpose: Approval of Memorandum of Agreement between Bergen County Sheriff's Office and the Policeman's Benevolent Association, Local 49

Contract Basis: Other

Contract Term: September 1, 2019 through December 31, 2021

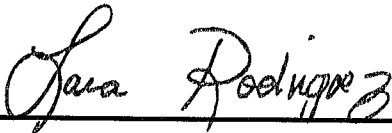
Prepared By: JXN

Sponsored by Chair Pro Tempore Tanelli, seconded by Vice Chairwoman Voss, and passed by the following vote:

Yes: 7 - Chairwoman Amoroso, Vice Chairwoman Voss, Chair Pro Tempore Tanelli, Freeholder Ganz, Freeholder Ortiz, Freeholder Sullivan, and Freeholder Silna Zur

I, Lara Rodriguez, Clerk, Board of Chosen Freeholders, certify that this is a true copy of Resolution No. 603-20, passed by the BOARD OF CHOSEN FREEHOLDERS on 9/2/2020.

Attest:





COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 603-20

Agenda: 9/2/2020

**BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS
RESOLUTION**

WHEREAS, the Policeman's Benevolent Association, Local 134 and 134A (PBA 134) is the exclusive representative of a negotiations unit of employees holding the Civil Service titles of Sheriff and Correction officer employed by the Bergen County Sheriff's Office ("Sheriff"); and

WHEREAS, as the result of an agreement between the Sheriff, the County of Bergen ("County"), and the Bergen County Prosecutor's Office, effective January 1, 2015, operational and administrative authority over the Bergen County Police who are members of PBA 49, was transferred from the County to the Sheriff; and,

WHEREAS, the Policeman's Benevolent Association, Local 49 ("PBA 49") is the exclusive representative of a negotiations unit of employees holding the Civil Service title of County Police Officer, and related superior officer titles, at its Bureau of Police Services employed by the Sheriff; and,

WHEREAS, in 2017, the previous Sheriff conducted layoffs of PBA 49 members due to operational and administrative challenges involving the Bureau of Police Services, which action has been contested by PBA 49; and

WHEREAS, the current Sheriff and PBA 49 engaged in good faith efforts to seek a settlement of operational and administrative matters in lieu of additional layoffs and have reached an agreement, settled numerous pending litigation matters between them and have avoided the need for further layoffs; and

WHEREAS, under the PBA 49 agreement, members of the Bureau of Police Services will become Sheriff Officers and join the ranks of PBA 134, creating one unified police force on the county level, allowing for greater flexibility, improved public safety and saving taxpayers money; and

WHEREAS, the parties have memorialized their agreements in a Memorandum of Agreement ("Agreement"), a copy of which is annexed hereto; and

WHEREAS, the agreement is subject to ratification by the Bergen County Board of Chosen Freeholders and the New Jersey Civil Service Commission; and

WHEREAS, the Sheriff provided the Agreement to the Administration for review of its terms, and in accordance with N.J.S.A. 40:41A-32, presents same to the Bergen County Board of Chosen Freeholders for its consideration and approval.

NOW THEREFORE, BE IT RESOLVED that upon the recommendation of the Bergen County Sheriff and the concurrence of the County Executive and the Acting County Administrator, the Bergen County Board of Chosen Freeholders hereby approves the attached employment agreement between the Bergen County Sheriff's Office and the Policeman's Benevolent Association, Local 49.



COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 604-20

Agenda: 9/2/2020

Sheriff's Office

Meeting Date: 9/2/2020

Purpose: Approval of Memorandum of Agreement between the Bergen County Sheriff and the Policemen's Benevolent Association 134 (Approves the Settlement Agreement between the Sheriff and PBA Local 49; Modifies Certain Terms of the 2018-2021 Collective Negotiations Agreement, and Settles the Terms of a Successor Contract for the Period January 1, 2022, Through December 31, 2026)

Contract Term: January 1, 2018 - December 31, 2021; January 1, 2022 - December 31, 2026

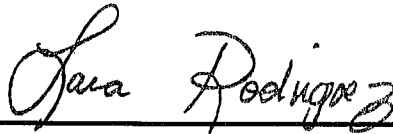
Prepared By: JXN

Sponsored by Chair Pro Tempore Tanelli, seconded by Vice Chairwoman Voss, and passed by the following vote:

Yes: 7 - Chairwoman Amoroso, Vice Chairwoman Voss, Chair Pro Tempore Tanelli, Freeholder Ganz, Freeholder Ortiz, Freeholder Sullivan, and Freeholder Silna Zur

I, Lara Rodriguez, Clerk, Board of Chosen Freeholders, certify that this is a true copy of Resolution No. 604-20, passed by the BOARD OF CHOSEN FREEHOLDERS on 9/2/2020.

Attest:





COUNTY OF BERGEN

ONE BERGEN COUNTY PLAZA
HACKENSACK, NJ 07601

Certified Copy

Resolution: 604-20

Agenda: 9/2/2020

**BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS
RESOLUTION**

WHEREAS, the Policeman's Benevolent Association, Local 134 and 134A (PBA 134) is the exclusive representative of a negotiations unit of employees holding the Civil Service titles of Sheriff and Correction officer employed by the Bergen County Sheriff's Office ("Sheriff"); and

WHEREAS, as the result of an agreement between the Sheriff, the County of Bergen ("County"), and the Bergen County Prosecutor's Office, effective January 1, 2015, operational and administrative authority over the Bergen County Police was transferred from the County to the Sheriff; and,

WHEREAS, the Policeman's Benevolent Association, Local 49 (PBA 49) is the exclusive representative of a negotiations unit of employees holding the Civil Service title of County Police Officer, and related superior officer titles, employed by the Sheriff at its Bureau of Police Services; and,

WHEREAS, the previous Sheriff conducted layoffs of PBA 49 members in 2017 due to operational and administrative challenges involving the Bureau of Police Services, which action has been contested by PBA 49; and

WHEREAS, the current Sheriff and PBA 49 have reached an agreement and settled numerous pending litigation matters between them and have avoided the need for further layoffs; and

WHEREAS, under the PBA 49 agreement, members of the Bureau of Police Services will become Sheriff Officers and join the ranks of PBA 134, creating one unified police force on the county level, allowing for greater flexibility, improved public safety and saving taxpayers money; and

WHEREAS, the Sheriff and Policeman's Benevolent Association Local 134 and 134A (PBA 134) have entered into a Memorandum of Agreement ("Agreement"), whereby PBA 134 has approved of the provisions of the PBA 49 agreement, modified certain terms of the PBA 134 2018 - 2021 Collective Negotiations Agreement and settled the terms of a successor contract for the period, January 1, 2022 - December 31, 2026, a copy of which is annexed hereto; and

WHEREAS, as a result of the Agreement the Sheriff will continue to meet all the public safety responsibilities currently assumed by the Bureau of Police Services; and

WHEREAS, the Bergen County Sheriff provided the agreement to the Administration for review of its terms, and in accordance with N.J.S.A. 40:41A-32, presents same to the Bergen County Board of Chosen Freeholders for its consideration and approval.

NOW THEREFORE, BE IT RESOLVED that upon the recommendation of the Bergen County Sheriff and the concurrence of the County Executive and the Acting County Administrator, the

Bergen County Board of Chosen Freeholders hereby approves the attached employment agreement between the Bergen County Sheriff's Office and the Policeman's Benevolent Association, Local 134.

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby authorizes the County Executive to take any necessary administrative or executive action, including but not limited to further amendments, modifications or filings, to effectuate the purpose of the Memorandum of Understanding.