

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the **Township of Berkeley** (herein the “**Township**”) and **PBA Local #237** (herein the “**PBA**”).

WHEREAS, the Township and PBA were parties to a collective negotiations agreement with a term of January 1, 2014 through December 31, 2017 (“**CNA**”); and

WHEREAS, the Township and PBA have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor agreement; and

WHEREAS, the Township and PBA have reached agreement as set forth below the terms of which are subject to ratification by the membership of the PBA and the Township governing body; and

WHEREAS, the negotiating committees for the Township and PBA unanimously agrees to recommend this agreement for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

A. Except as herein modified or reserved, all terms and conditions set forth in the CNA between the Township and PBA shall remain in full force and effect.

B. **Article V – Sick Leave:**

1. Section A: Continue the sentence to say “...or to care for an immediate family member with any of these same issues.”

2. Section B: Change the very last “of” to “for.”

3. Section C2a: Change “exposure of contagious...” to “exposure to contagious...”

C. Article VI – Hours of Work:

1. Section K: Eliminate.
2. Section L: Eliminate.

D. Article VIII – Overtime:

Section H, replace with: Field Training Officers shall receive one (1) hour of compensatory time for each shift or partial shift spent with a trainee. Traffic Safety Officers and Detectives shall receive one (1) hour of compensatory time for each shift that they are on call.

E. Article XI – Salary:

1. Delete the first sentence above Section A.
2. Section A (2)¹:
 - a. Effective and retroactive to 8/1/18
 - i. Sergeants/Top Step and Off Guide Officers 3.0% to base pay.
 - ii. Officers in Step guide shall receive their step.
 - b. Effective 8/1/19
 - i. All Steps, Off Guide Officers & Sergeants 3.0% to base pay.
 - ii. Officers in Step guide shall receive their step.
 - c. Effective 1/1/20

Implement a salary differential for Sergeants at 14% greater than a Top Step/Off Guide Patrol Officer.
 - d. Effective 8/1/20
 - i. All Steps and Off Guide Officers 3.0% to base pay.
 - ii. Officers in Step guide shall receive their step.

¹ Salary increases shall apply to both Schedule A and Schedule B as set forth in the attached spreadsheets.

- e. Effective 8/1/21
 - i. All Steps and Off Guide Officers 3.0% to base pay.
 - ii. Officers in Step guide shall receive their step.
- f. Effective 8/1/22
 - i. Top Step and Off Guide Officers 3.5% to base pay.
 - ii. Officers in Step guide shall receive their step.
 - iii. All steps except Top Step and Off Guide Officer 3.0% to base pay.
- g. Effective 8/1/23
 - i. All Steps and Off Guide Officers 3.0% to base pay.
 - ii. Officers in Step guide shall receive their step.

3. Section C: Delete the second sentence.

4. Section F: Delete the reference to A (3) and change “January 1, 2014” to “January 1, 2018.”

F. Article XVI – Insurance:

1. Section B:

a. Add the following after the first sentence: Officers hired on or after the ratification of this Agreement by the parties shall enroll in the NJ Direct 20/30 plan for the first 10 calendar years of employment. During that 10-year period, they may elect to participate in a plan that has a premium greater than NJ Direct 20/30 by paying the difference in premium and any other contractual premium sharing. After the 10 calendar year period, these officers may elect to enroll in any plan offered by the SHBP and not be required to pay any difference in the premium.

b. Replace the last sentence with the following: All employees shall continue to contribute towards the premium for health insurance at the Tier 4 level of P.L.2011, Chapter 78 until 12/31/20. Effective 1/1/21, individual contributions towards the premium for health insurance shall still be calculated at Tier 4, but the total contribution by the PBA negotiations unit as a group shall be capped at \$300,000 per year. Effective 1/1/22, and thereafter, unless otherwise negotiated in a successor agreement or changed by statute, all employees shall contribute towards the premium for health insurance at the Tier 3 level of P.L.2011, Chapter 78 with the same \$300,000 cap.

G. Article XVIII – Holidays-Emergency Leave:

NEW -- Section E(c): Notwithstanding (a) and (b), above, unit members who have accumulated 480 hours or more of compensatory time and who work on a holiday shall be paid an additional 10 hours of straight time pay in lieu of accumulating any additional compensatory time.

H. Article XX – Termination Benefit:

Section E:

1. Subsection 1: Change “the Township will not seek reimbursement for the used vacation time” to “the employee will reimburse the Township for the excess vacation time used.”

2. Subsection 3: Change “the Township will not seek reimbursement for the used personal time” to “the employee will reimburse the Township for the excess personal time used.”

I. Article XXIII – Employee Rights:

Section D, replace with: The parties agree that special law enforcement officers may be employed only to assist the members of the PBA negotiations unit but may not be employed to

replace or substitute for full-time, regular police officers or in any way diminish the number of full-time officers employed by the Township.

J. Article XXXI – Maternity Leave:

Section 5: Eliminate this Section effective upon ratification of this Agreement by the parties.

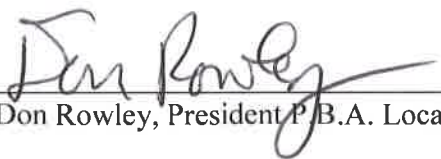
K. Article XXXIV – Duration

Amend to conform dates to the new term.

L. Schedules A and B

See attached.


P.B.A. LOCAL #237:



Don Rowley, President P.B.A. Local #237

Dated: Feb, 26, 2019

TOWNSHIP OF BERKELEY:



Name: Carmen F. Amato, Jr.
Title: Mayor

Dated: February 26, 2019