

**MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF BURLINGTON AND FOP LODGE #166**

The Board of Commissioners of the County of Burlington ("Burlington") and FOP Lodge #166 ("the Lodge") (collectively referred to as "the parties"), having engaged in collective negotiations, hereby mutually agree as follows with respect to modification of the terms of the Collective Negotiations Agreement, which expired on December 31, 2017.

The parties acknowledge the following facts:

- a. After the expiration of the Collective Negotiations Agreement that had a start date of January 1, 2012 and an expiration date of December 31, 2017, the parties engaged in collective negotiations that failed to consummate with a negotiated agreement.
- b. Thereafter, the parties participated in an Interest Arbitration proceeding bearing NJPERC Interest Arbitration Docket Number 2021-007.
- c. The Interest Arbitration was presided over by Interest Arbitrator James Mastriani who rendered an Award dated January 15, 2022.
- d. The award called for a three (3) year contract that had a start date of January 1, 2018 and an expiration date of December 31, 2020.
- e. Subsequent to the award being rendered, the parties failed to agree on an Interpretation of the salary portion of the Interest Arbitrator's award. This disagreement resulted in litigation bearing NJPERC Unfair Practice Charge Number CO-2022-191.
- f. In an effort to resolve the litigation and for other good cause, the parties re-engaged in collective negotiations that has resulted in the following resolution:

1. **Interest Arbitration Award 2021-023:**
The Interest Arbitration award bearing Interest Arbitration Docket Number 2021-007 shall remain in full force and effect along with the terms of the 2012-2017 Collective Negotiations Agreement, except as modified herein.
2. **Duration and Renewal (Article 48):**
The term of the new Collective Negotiations Agreement shall be for a period of eight (8) years, effective January 1, 2018 through December 31, 2025. The eight (8) years includes the three (3) year contract awarded in IA 2021-007 and the negotiated agreement spanning the time period of January 1, 2021 through December 31, 2025.

3. **Salary (Article II (2)):**

The Salary article shall be amended as follows:

- a. The Salary Guides for the eight (8) year agreement is appended hereto as Exhibit A.
- b. The annual movement for the Local's members on the salary guide and corresponding salary increases are reflected on the "movement chart" appended hereto as Exhibit B.
- c. Effective and retroactive to the beginning of January 1, 2018, each Officer, Sergeant and Lieutenant shall move one step on the applicable 2017 Salary Guides. No increase shall be applied to the steps before Top Step. Effective and retroactive to January 1, 2018, Top Step on the Officer, Sergeant and Lieutenant Salary Guides shall be increased by 1.95%.
- d. Effective and retroactive to January 1, 2019, Top Step on the Officer, Sergeant and Lieutenant Salary Guides shall receive a 1.95% increase to base salary. No increase shall be applied to the steps before Top Step. Officers, Sergeants and Lieutenants below top step shall remain on the step they moved to as of January 1, 2018.
- e. Effective and retroactive to January 1, 2020, each Officer, Sergeant and Lieutenant shall move one step on the applicable 2019 Salary Guides. No increase shall be applied to the steps before Top Step. Effective and retroactive to July 1, 2020, Top Step on the Officer, Sergeant and Lieutenant Salary Guides shall be increased by 1.95%.
- f. Effective and retroactive to January 1, 2021, all increments on all salary guides to include Sergeants' increments and Lieutenants' pay shall be increased by 2.0%. All personnel that are not at the top step of their respective salary guides shall advance one step on the salary guide to which they are assigned on January 1, 2021.
- g. Effective and retroactive to January 1, 2022, all steps on all salary guides to include Sergeants' increments and Lieutenants' pay shall be increased by 2.0%. All personnel that are not at the top step of their respective salary guides shall advance one step on the salary guide to which they are assigned on January 1, 2022.
- h. Effective January 1, 2023, all steps on all salary guides, all Sergeants' increments and Lieutenants' pay shall be increased by \$4,600. Thereafter, the Appendix A and Appendix B salary guides

included in the collective negotiations agreement that expired on December 31, 2017 shall be eliminated from this Agreement. Personnel who were compensated in accordance with the Appendix A and Appendix B salary guides shall be reassigned to a step on a New Salary Guide in accordance with Exhibit C. Thereafter there shall be one Rank and File Officers' salary guide for years 2023, 2024 and 2025 of this collective negotiations agreement. Once all personnel are transitioned to the new salary guide, each officer that is not at the top step of the salary guide shall advance one step. The transition, assignment of steps and movement on the salary guides is reflected in Exhibits B and C attached hereto. In addition, Top Tier, Sergeants and Lieutenants shall receive an additional 2.25% increase to base salary.

- i. Effective January 1, 2024, the top step on the officer's salary guide shall be increased by 2.25%. All Sergeants' increments and Lieutenants' pay shall be increased by 2.25%. All personnel that are not at the top step of their respective salary guides shall advance one step on the salary guide to which they are assigned on January 1, 2024.
 - j. Effective January 1, 2025, the top step on the officer's salary guide shall be increased by 2.30%. All Sergeants' increments and Lieutenants' pay shall be increased by 2.30%. All personnel that are not at the top step of their respective salary guides shall advance one step on the salary guide to which they are assigned on January 1, 2024.
 - k. Retroactive salary payments shall be controlled by Article 6.D. of the expired collective negotiations agreement.
4. The litigation bearing NJPERC Unfair Practice Charge Number CO-2022-191 shall be dismissed with prejudice with each party bearing their own costs and fees.
 5. The contract modifications attached hereto as Exhibit D are agreed to and shall be incorporated into the January 1, 2018 through December 31, 2025 agreement.
 6. This Memorandum of Agreement, together with the prior Collective Negotiations Agreement between the parties, and the Interest Arbitration Award bearing Docket Number IA-2021-007 represents the complete and final agreement between the parties, and is contingent upon ratification and approval of the Local's membership and the Burlington County Board of Commissioners.

7. All other proposals, whether written or oral, presented by the parties during course of negotiations are deemed withdrawn and are not a part of this Agreement.
8. This Agreement cannot be modified except by a writing signed by the parties.

FOP Lodge #166

Michael G. Forte

Michael G. Forte

Date: 03/27/2023

BOARD OF COMMISSIONERS OF
THE COUNTY OF BURLINGTON

Felicia Hopson
Felicia Hopson
Commissioner Director

Burlington County Sheriff

James H. Kostoplis
James H. Kostoplis
Sheriff

Date: 3/28/23

Exhibit A

Step Guide	2018	2019	2020	2021	2022	2023	2024	2025
Academy	\$36,500	\$36,500	\$36,500	\$37,230	\$37,975	\$42,575		
FTO (0-2 mos)	\$38,500	\$38,500	\$38,500	\$39,270	\$40,055	\$44,655	\$43,615	\$43,615
1	\$40,346	\$40,346	\$40,346	\$41,153	\$41,976	\$46,576	\$46,576	\$46,576
2	\$42,829	\$42,829	\$42,829	\$43,686	\$44,559	\$49,159	\$49,159	\$49,159
3	\$45,046	\$45,046	\$45,046	\$45,947	\$46,866	\$51,466	\$51,466	\$51,466
4	\$47,230	\$47,230	\$47,230	\$48,175	\$49,138	\$53,738	\$53,738	\$53,738
5	\$49,685	\$49,685	\$49,685	\$50,679	\$51,692	\$56,292	\$56,292	\$56,292
6	\$52,140	\$52,140	\$52,140	\$53,183	\$54,246	\$58,846	\$58,846	\$58,846
7	\$54,622	\$54,622	\$54,622	\$55,714	\$56,829	\$61,429	\$61,429	\$61,429
8	\$57,105	\$57,105	\$57,105	\$58,247	\$59,412	\$64,012	\$64,012	\$64,012
9	\$60,001	\$60,001	\$60,001	\$61,201	\$62,425	\$67,025	\$67,025	\$67,025
10	\$62,897	\$62,897	\$62,897	\$64,155	\$65,438	\$70,038	\$70,038	\$70,038
11	\$65,793	\$65,793	\$65,793	\$67,109	\$68,451	\$73,051	\$73,051	\$73,051
12	\$74,435	\$75,886	\$77,365	\$78,912	\$80,491	\$85,091	\$88,963	\$91,009

Appendix B Step Guide	2018	2019	2020	2021	2022	2023
Academy	\$38,500	\$38,500	\$38,500	\$39,270	\$40,055	\$44,655
FTO (0-2 mos)	\$40,000	\$40,000	\$40,000	\$40,800	\$41,616	\$46,216
1	\$45,046	\$45,046	\$45,046	\$45,947	\$46,866	\$51,466
2	\$46,172	\$46,172	\$46,172	\$47,096	\$48,038	\$52,638
3	\$47,326	\$47,326	\$47,326	\$48,273	\$49,238	\$53,838
4	\$48,510	\$48,510	\$48,510	\$49,480	\$50,469	\$55,069
5	\$49,722	\$49,722	\$49,722	\$50,717	\$51,731	\$56,331
6	\$51,090	\$51,090	\$51,090	\$52,112	\$53,154	\$57,754
7	\$52,495	\$52,495	\$52,495	\$53,545	\$54,615	\$59,215
8	\$53,938	\$53,938	\$53,938	\$55,017	\$56,117	\$60,717
9	\$55,422	\$55,422	\$55,422	\$56,530	\$57,661	\$62,261
10	\$56,946	\$56,946	\$56,946	\$58,085	\$59,246	\$63,846
11	\$58,654	\$58,654	\$58,654	\$59,827	\$61,024	\$65,624
12	\$60,414	\$60,414	\$60,414	\$61,622	\$62,854	\$67,454
13	\$62,226	\$62,226	\$62,226	\$63,471	\$64,740	\$69,340
14	\$64,093	\$64,093	\$64,093	\$65,375	\$66,682	\$71,282
15	\$66,016	\$66,016	\$66,016	\$67,336	\$68,683	\$73,283
16	\$69,321	\$70,672	\$72,050	\$73,491	\$74,961	\$79,561

Sergeant Salary Guide

Year	Less than or equal to 2 years	3-4 Year Sgt.	Equal to or greater than 5 years
2018	\$78,901	\$81,133	\$83,326
2019	\$80,439	\$82,715	\$84,950
2020	\$82,007	\$84,327	\$86,606
2021	\$83,647	\$86,014	\$88,338
2022	\$85,320	\$87,734	\$90,105
2023	\$91,943	\$94,411	\$96,836
2024	\$94,012	\$96,536	\$99,015
2025	\$96,174	\$98,756	\$101,292

Lieutenant Salary Guide

Year	Salary
2018	\$88,368
2019	\$90,091
2020	\$91,847
2021	\$93,684
2022	\$95,558
2023	\$102,411
2024	\$104,715
2025	\$107,124

Exhibit C

Appendix A Salary Guide Transition Chart

Step	2023 Salary	Step Transition to 2023 13 Step Guide
Academy	\$42,574.60	Academy
FTO	\$44,655.40	1
1	\$46,575.98	1
2	\$49,159.29	2
3	\$51,465.86	3
4	\$53,738.09	4
5	\$56,292.27	5
6	\$58,846.46	6
7	\$61,428.73	7
8	\$64,012.04	8
9	\$67,025.04	9
10	\$70,038.04	10
11	\$73,051.04	11
12	\$85,090.55	12

Appendix B Salary Guide Transition Chart

Step	2023 Salary	Step Transition to 2023 13 Step Guide
Academy	\$ 44,655.40	1
FTO (0-2 mos)	\$ 46,216.00	1
1	\$ 51,466.01	3
2	\$ 52,637.50	4
3	\$ 53,838.44	4
4	\$ 55,059.41	5
5	\$ 56,331.14	5
6	\$ 57,753.74	6
7	\$ 59,215.48	7
8	\$ 60,717.40	7
9	\$ 62,260.62	8
10	\$ 63,846.30	8
11	\$ 65,623.68	9
12	\$ 67,454.39	9
13	\$ 69,340.02	10
14	\$ 71,282.22	11
15	\$ 73,282.69	11
16	\$ 79,560.82	12

Exhibit D

ARTICLE 22--HEALTH BENEFITS

This provision shall be effective as of January 1, 2023:

Add the following new Section 10.:

10. Waiver

A. An employee shall be permitted to opt out of group health coverage during the enrollment period. Upon presentation of proof demonstrating enrollment in a healthcare plan, the County agrees to pay a stipend to any employee for the waiver of health benefits equivalent to seven hundred and fifty dollars (\$750.00) annually.

B. Eligible employees who waive coverage must do so for a minimum of one (1) year at a time unless there is a change of life event. Members may opt back into coverage based on a qualifying event under COBRA at the rate established had they not opted out. For example, if an eligible employee chooses to participate and then the spouse's/partner's benefits are terminated (not voluntarily dropped), the employee and his/her dependents may enroll in any of the available plans upon proper verification of termination. Applications must be made within thirty (30) days after the loss of coverage. Eligible employees shall be permitted to waive either medical coverage or prescription coverage or both, subject to the limitations of the New Jersey State Health Benefits Plan where applicable.

C. The incentive payments provided shall be paid once annually and appropriate deductions shall be made from the gross incentive amount.

D. The waiver of coverage shall be available to all new benefit-eligible employees on their benefit effective date and shall be available to all eligible current and prospective retirees under the same terms and conditions applicable to active employees.

E. The incentive shall begin to be paid to the eligible employee no later than one month after the effective date of the option.

F. Annual re-enrollment is required.

G. Employees on non-paid leaves do not receive opt out payments.

This provision shall be effective as of January 1, 2023:

ARTICLE 29—FIELD TRAINING OFFICERS

Officers serving in the capacity of Field Training Officer are eligible for a yearly stipend in the amount of ~~\$500.00~~ **\$350** to be paid when an officer performs field training functions (with acceptable documentation) for a period of ~~80~~ **120** hours during the year from November 1 through October 31. Officers will receive an additional \$100 stipend for each ~~80~~ **120** hours actually expended as a field training officer over and above the initial ~~80~~ **120** hours (with no pro-rata payment) per year.

This provision shall be effective as of January 1, 2023:

NEW ARTICLE—EXTRADITIONS

- A. Any extradition requiring travel in excess of 600 hundred miles round trip by automobile or 1500 miles round trip by air shall be scheduled for an overnight layover.
- B. Officers shall be provided a monetary allowance prior to all overnight extraditions to cover the costs of the travel expenses and sustenance costs associated with the extradition.
- C. An extradition allowance in the amount of \$155/per day (according to the 2022 IRS per diem rates of \$96 for lodging and \$59 for meals/incidentals) shall be provided to each Officer to cover the lodging, meal and incidental costs incurred by the Officer during the extradition. Should the allowance provided by the employer prove insufficient during the time of travel, upon return, the Officer shall submit a claim for reimbursement of any remaining expenses not covered by the initial allowance.

This provision shall be effective as of January 1, 2023:

BEREAVMENT LEAVE

Delete the new Article "Bereavement Leave" as awarded in the IA-2021-007 Arbitration Award dated January 12, 2022 authored by James. W. Mastriani, and replace as follows:

~~Employees shall be entitled to utilize paid bereavement leave of up to three (3) working days for the death of an immediate family member, which shall not exceed fifteen (15) total bereavement days in a calendar year. "Immediate family" shall be defined per the sick leave article of this Agreement. The definition of "immediate family" may be expanded by County Administrator with approval of Human Resources. If bereavement leave is exhausted, an employee may utilize sick, holiday, comp, personal and vacation time in that order may be used for bereavement.~~

Employees shall be entitled to utilize paid bereavement leave, separate and apart from any other paid leave, in the event of a death of a family member as follows:

- i. Five (5) days in the event of the death of a spouse, domestic partner, common law spouse, child, mother, father, brother, sister, stepchild, stepmother, stepfather, stepsibling, mother-in-law, father-in-law, grandparent or guardian;
- ii. Three (3) days in the event of the death of a sister-in-law, brother-in-law, cousin or other "close relative" agreed upon by authorization of the Sheriff.
- iii. In the event additional bereavement leave is requested, the Sheriff, for good cause, shall at his/her discretion grant more time to the employee than set forth above.
- iv. In addition to the foregoing, should the funeral, services, or death of the qualified family member be held out of State, the member shall be permitted to utilize an additional three (3) days off of his or her own sick, comp, personal, and/or vacation time.

This provision shall be effective as of January 1, 2023:

ARTICLE 21—UNIFORMS

Amend Sections E., I. and J. as follows:

E. Personal items destroyed or damaged by violent and intentional acts during the course of employment shall be replaced and repaid by the County and reimbursement shall be made to the employee based on voucher submission and proof of loss. Personal items include eyeglasses, prescription sunglasses, contact lenses, dentures, wedding bands, engagement rings, ~~and watches, and cellular phones.~~ Replacement for watches shall not exceed four hundred dollars (\$400). Such reimbursement shall require appropriate receipts for the cost of equal replacement.

I. If the Sheriff should decide at any time to change the style and/or the color of the uniform, each Officer shall receive an initial issue of the newly designated uniform as prescribed in the uniform issue of this Article and such issue shall be made at County expense. The cost of any additional accessories to the required uniform or any part thereof, shall also be borne by the County.

J. ~~Commencing January 1, 2015, the Department will begin a quartermaster (or similar) system for uniforms and equipment that is damaged and/or have outlived their useful life. Each Officer is eligible to receive up to a \$250 credit every other year to purchase or replace damaged or worn uniform/equipment items. A written request shall be submitted to the Sheriff for such replacement.~~

Commencing January 1, 2023, each Officer shall receive seven hundred and fifty dollars (\$750.00) annually for the purchase and maintenance of uniforms. Commencing January 1, 2024, and each year thereafter, each Officer shall receive one thousand dollars (\$1,000.00) annually for the purchase and maintenance of uniforms. Said allowance shall be payable in a lump sum in the first pay period in January of each year by separate check and not be included in the employee's regular payroll check.

This provision shall be effective as of January 1, 2023:

ARTICLE 8—OVERTIME

Delete Section P. and replace with the following as a new Article—EXTRA DUTY:

- A. Officers working extra jobs (e.g., to assist local law enforcement) will be paid at the same rate as officers from the jurisdiction(s) in which they are working the same detail. This applies when an outside contractor (example PSE&G) is paying the jurisdiction or the County a minimum of eighty-five dollars (\$85.00) per hour for work for a third-party vendor. The employer shall be entitled to keep ten dollars (\$10.00) per hour to the vendor as an administrative fee to defray such costs as workers' compensation, liability insurance, social security deductions, pension contributions, etc. If the rate of pay of a municipal law enforcement officer working the same detail alongside a Sheriff's officer is higher than that of the Sheriff's Officer, than the Sheriff's Officer will be paid the higher rate.
- B. All moneys due and owing to the individual employee by reason of his/her performance of extra-duty shall be paid within two (2) payrolls following the completion of the date of such extra-duty assignment.
- C. For all purposes, a Sheriff's officer engaged in extra duty work shall be considered as in the employ of the County during such service. Said officer shall be subject to all of the rights, duties and limitations of the Department and shall be considered to be on duty by the Department. All aspects of the employer/employee relationship between the office and the Department are applicable to such duty. The officer on duty shall receive compensation from the employer subject to all appropriate deductions. It is the specific intent of the parties that said officer while so engaged shall be considered for all purposes to be on duty and under the control and employ of the Burlington County Sheriff's Department.

This provision shall be effective as of January 1, 2023:

ARTICLE 11—SICK LEAVE

Amend Section I. as follows:

- I. Sick leave claimed by reason of quarantine, ~~or~~ exposure to contagious disease or exposure to a pandemic related disease as declared by the County Health Officer, the New Jersey Department of Health and/or the National Center for Disease Control, shall be approved ~~upon presentation of the certificate of the local department of health, and in the cases of death in the family by the County~~ upon such reasonable proof as the appointing authority shall require. If an Officer is forced out of work due to a declared pandemic disease, exposure to said disease, or as a result of mandatory quarantine protocol, said Officer will not be required to use his/her personal accrued sick time for the duration of the illness or quarantine.

This provision shall be effective as of January 1, 2023:

ARTICLE 8—OVERTIME

Modify Section L. 1. to permit officers to carry from year to year one hundred and eighty (180) hours of compensatory time off