



2014

BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS
RESOLUTION

KAD
8/6/14

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
DeNicola	✓			
Felice	✓			
Tanelli	✓			
Tedesco	✓			
Voss	✓			
Zur	✓			
Chairman Ganz	✓			
TOTALS	7	-	-	-

Resolution No. 969-14
 Date: August 13, 2014
 Page 1 of 10
 Department/ Division: Law and Public Safety
 Purpose: To Approve a Memorandum of Agreement for PBA Local #203 (Department of Weights & Measures)
 Account No. _____
 Contract No. _____
 Dollar Amount: n/a
 Prepared By: JXS/av

Offered by: DeNicola
 Seconded by: Zur
 Approved by: _____

Certified as a true copy of a Resolution adopted by the Board of Chosen Freeholders on above date at the Regular Meeting by:

Michele DiIorgi

Michele DiIorgi Clerk, Board of Chosen Freeholders, Bergen County, New Jersey

WHEREAS, on behalf of the County of Bergen, Bergen County Executive, Kathleen A. Donovan, and representatives of PBA Local #203 (Department of Weights and Measures) engaged in collective negotiations for a successor collective bargaining agreement; and

WHEREAS, the parties negotiated new terms for a successor collective bargaining agreement for the period of January 1, 2012 to December 31, 2016 contained in a signed Memorandum of Agreement dated May 2, 2014, which is attached hereto; and

WHEREAS, a majority of the membership of the Union has ratified the terms of the

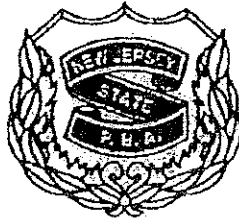
attached Memorandum of Agreement; and

WHEREAS, on August 1, 2014, representatives of the membership of PBA Local #203 (Department of Weights and Measures) have agreed to the terms of the attach Memorandum of Agreement; and

WHEREAS, Bergen County Executive, Kathleen A. Donovan, has agreed to the terms of the attached Memorandum of Agreement and executed same in accordance with N.J.S.A. 40:41A-36(i); and

WHEREAS, in accordance with N.J.S.A. 40:41A-36(i), Bergen County Executive, Kathleen A. Donovan, presents the terms of the attached Memorandum of Agreement to the Bergen County Board of Chosen Freeholders for its review and consideration.

IT IS, THEREFORE, RESOLVED that the Bergen County Board of Chosen Freeholders has reviewed and considered the terms of the attached Memorandum of Agreement and hereby ratifies the terms of the attached Memorandum of Agreement, in accordance with N.J.S.A. 40:41A-38(n), which terms will be incorporated into the successor collective bargaining agreement between the County of Bergen and PBA #203 (Department of Weights and Measures), for the period of January 1, 2012 to December 31, 2016, and to be signed by the Bergen County Executive, Kathleen A. Donovan, in accordance with N.J.S.A. 40:41A-36(f).



Dennis J. Moore
President

New Jersey State
Policemen's Benevolent Association, Inc. - Local 203

1310 Route 23 North

Wayne, New Jersey 07470

August 1, 2014

Dear Mr. Kornfeld,

Please be advised that as of July 31, 2014 we are in receipt of the memorandum agreement between The County of Bergen and PBA #203 Bergen County Weights and Measures.

This agreement was brought to all applicable employees where it was then voted on.

I would like to advise that it was a unanimous vote to accept the said memorandum.

Respectfully,

A handwritten signature in cursive script that reads "Dennis J. Moore".

Dennis J. Moore
President

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF BERGEN
AND PBA # 203 BERGEN COUNTY
DEPARTMENT OF WEIGHT AND MEASURES

The County of Bergen ("Bergen") and PBA #203 Bergen County Weight and Measures ("Union") engaged in collective bargaining for a successor agreement. During negotiations, the parties agreed to language changes, which shall be incorporated herein. All other terms and conditions not agreed to and/or set forth and noted herein shall be deemed withdrawn by the parties. All other terms, conditions and addendums of the current Collective Bargaining Agreement shall remain in place without modification.

This Memorandum of Agreement is subject to approval and ratification by a majority vote of the parties' respective memberships.

- **Article II** – Term: January 1, 2012 to December 31, 2016
- **Article VII** – Wage Increases:
 - January 1, 2012 – 0%;
 - January 1, 2013 – 1.75% or \$950 (whichever is greater);
 - January 1, 2014 – 1.9% or \$1,050 (whichever is greater);
 - January 1, 2015 – 1.9% or \$1,100 (whichever is greater);
 - January 1, 2016 – 2.0%
 - Minimums shall be increased by percentage set forth above and not by the flat dollar amounts (see below);
 - Retroactive payments only applicable to employees currently employed at the date of ratification of this agreement.
 - Employees shall not be eligible for a salary increase until his/her first anniversary. In the instance of an increase to the minimum, all affected employees presently at minimum who have not been employed for one full year shall be placed at the new minimum effective January 1, 2013. Thereafter, on the employee's one-year anniversary, he/she shall be entitled to the difference between the new minimum salary and the flat dollar amount set forth above applied to the previous minimum salary of \$25,000.00

(i.e., an employee became employed October 1, 2012 at, then he/she will be increased to the new minimum of \$25,438.00 effective January 1, 2013 and shall then receive a \$512.50 increase to his/her salary effective October 1, 2013 (one-year anniversary)).

- Delete current language in Paragraph D and E and add language that the new minimums are as follows: January 1, 2013 -- \$25,438.00; January 1, 2014 -- \$25,920.00; January 1, 2015 -- \$26,413.
- **Article VIII** – Elimination of longevity for an employee hired after ratification and add a \$350 step after 26 years of service and a \$350 step after 30 years of service. (Additional longevity steps are effective commencing in January 1, 2014). 26th Year = \$1850.00; 30th Year = \$2200.00.
- **Article IX** – Modify Health Benefits to reflect elimination of Traditional Coverage and include language that employees must contribute to his/her health benefits in accordance with New Jersey law. Delete Paragraph 2 in its entirety. Require employees hired after January 1, 2013 to work for the County of Bergen for twenty-five (25) years and have twenty-five (25) years of service credit in the appropriate State Pension system and retire from the County of Bergen to qualify for retiree medical coverage, subject to any contributions required by New Jersey law.
 - Upon ratification (as soon as practicable), increase prescription co-pays to \$5.00 for generic; \$15.00 for preferred brand name; \$30.00 for non-preferred brand name; \$5.00 for generic mail order; \$30.00 for preferred brand name mail order; \$60.00 for non-preferred brand name mail order;
 - Increase the maximum annual dental benefits to \$1,800.00 effective January 1, 2014 and \$1,900.00 effective January 1, 2015.
 - Eyeglass and Vision: Employees can accumulate this benefit for two (2) years up to a maximum of \$550.00. Should an employee combine this benefit in the first year of the two (2) year period and leave the County for any reason before the end of the two (2) year period, he/she shall reimburse Two-Hundred Seventy-Five (\$275.00) dollars to the County, which can be deducted from his/her final paycheck.
- **Article X** – Revise Paragraph 6 (a) and (b) to reflect a cap of compensatory time at forty (40) hours at any one time. It is understood that employees may replenish his/her compensatory time bank up to forty (40) hours throughout the year. At the employee's discretion, the employee may choose cash or compensatory time.
- **Article XI** – Elimination of sick leave buy-back provision for employees hired after ratification.
- **Article XII** – Reduce vacation leave days for employees hired after January 1, 2014 to a maximum of twenty (20) days after ten (10) years of service.

- **Article XIII** – Reduce personal leave days for employees hired after January 1, 2014 to 1 day for first calendar year of employment after employee completes six (6) months of service; 2 days from second calendar through fifth calendar year of employment and 3 days after fifth calendar year of employment. If an employee is hired before July 1st of any year, he/she shall be entitled to the 2 personal days effective the January 1st following his/her initial employment. For part-time employees, a personal leave day is calculated on the basis on 1/10th of his/her bi-weekly hours.
- **Article XIV** – Eliminate Lincoln’s Birthday as a paid holiday effective December 31, 2015. If a scheduled holiday falls on an employee’s normally scheduled day off, he/she shall be afforded another paid day off in lieu of the scheduled holiday.
- **Article XXII** – Eliminate tuition reimbursement for all employees hired after ratification.
- **Article XXVI** – changes to the annual physical language to include the following: “All scheduled appointments must be pre-approved by the Employer and cannot exceed eight (8) hours in total for the year except that a follow-up examination required by the physical shall be accommodated to a maximum period of four (4) hours annually.”
- All employees must adhere to the County Vehicle Policy, which shall be attached to the Collective Bargaining Agreement as an addendum.
 - Add “Travel Time Provision”
 1. Employees attending conferences/seminars/meetings outside the work place, and are required to attend such events shall be compensated for normal travel time excluding normal commutation time. The County may provide a vehicle and the employee shall be paid from the time the employee takes possession of the vehicle.
 2. If the employee, with prior authorization from the Department Head, opts to use an alternative method of transportation (their own vehicle, public transportation, etc.) they shall be compensated for all reasonable time excluding the time ‘to and from’ their home and regular work place.