

Memorandum of Agreement
 Between
 The Borough of Bernardsville
 and
 PBA Local #365
 (Sergeants and Lieutenants)

The negotiating committees for the above-captioned parties have agreed to the following changes to the January 1, 2012 through December 31, 2016 Collective Negotiations Agreement, subject to ratification by their respective bodies:

1. Duration: January 1, 2017 through December 31, 2019.

2. Salary:

January 1, 2017 – 2%

January 1, 2018 – 2%

January 1, 2019 – 2%

3. Article XIV – Compensation, shall be revised and replaced with the following language:

A. All existing employees covered by this Agreement shall be entitled to receive the base rate of pay for their position in accordance with the Sergeants & Lieutenants Salary Guide as shown below:

Salary Guide

Grade	(2%) 2017	(2%) 2018	(2%) 2019
Sergeant (0-1 years)	118,597	120,969	123,388
Senior Sergeant (1+ years)	125,327	127,833	130,389
Detective Sergeant*	127,127	129,633	132,189
Lieutenant (0-1 years)	132,530	135,180	137,883
Senior Lieutenant (1+ years)	139,807	142,603	145,455
Detective Lieutenant*	141,607	144,403	147,255

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*Each employee governed by this Agreement and assigned to Detective Bureau duty shall be entitled to a Detective Stipend of \$1,800 above the appropriate Sergeant or Lieutenant salary as reflected in the above salary guide.

Section B, Overtime, Numbers “4” through “8”, shall be revised and replaced with the following:

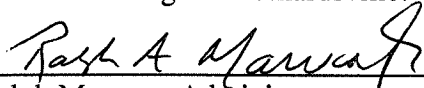
4. In the event an officer is eligible for overtime payments under this Article at the time and one-half rates, the officer may opt to take compensatory time off in lieu thereof at the rate of time and one-half providing the Lieutenant does not schedule his/her own overtime.
5. Lieutenants, Sergeants and Detective Sergeants when attending monthly staff meetings held with the Chief of Police will be compensated at compensatory time off at the rate of 1.5 hours per hour for the duration of the meeting when the meeting occurs at times other than their regularly scheduled hours.
6. Compensatory time may be taken at the employee’s discretion with the approval of the Department Head. Unused Earned Compensatory Time accumulated in the current calendar year must be used prior to May 31st of the following year.
7. Sergeants and Lieutenants performing outside work while off duty shall be entitled to \$75.00 per hour for “for profit” or \$64.00 per hour for “non-profit” organizations, as appropriate.
 - a. Show up pay for outside private overtime work while off duty shall be scheduled for a minimum of four (4) hours billed to the outside contractor. The officer assigned to work during that period shall receive a minimum of four (4) hours of pay for any portion of that time period

worked. The start and end times shall be determined according to mutually agreed upon times as stated in the “Extra Duty Police Services Agreement, Application and Estimate for Services,” prior to an officer being assigned to that job, except in emergencies. The officer shall be paid for the full number of hours agreed upon in the “Extra Duty Police Services Agreement, Application and Estimate for Service,” even if the officer works less than the agreed upon number of hours.

- b. When any job extends beyond the end time stated in the “Extra Duty Police Services Agreement, Application and Estimate for Service,” and the officer continues his/her assignment, the additional time worked will be billed in one hour increments at the rate of \$100.00 per hour for any part of the extra hour worked.
- c. When any job extends beyond the end time stated in the “Extra Duty Police Services Agreement, Application and Estimate for Service,” and the original officer assigned does not continue to work the extended hours, a replacement officer may be assigned to complete the job. When this occurs the replacement officer shall be compensated for a rate of \$100.00 per hour for any portion of the hour or extra hours worked.
- d. Section B, subsection 7 “a” through “c” shall only apply to “for profit” organizations, companies or individuals.
- e. The Borough has the managerial prerogative to unilaterally amend the terms of the “Extra Duty Police Services Agreement, Application and Estimate for Service.”


5. All other provisions of the parties' most recently expired collective negotiations agreements not modified herein shall remain unchanged and in full force and effect.
6. The representatives of each of the parties listed below agree to recommend in good faith the above terms and conditions to their respective bodies for ratification.

For The Borough of Bernardsville:



Ralph Maresca, Administrator
Dated: June ____, 2017

For Superior Officers Association:



Lt. John Remain
Dated: June 14, 2017