

MEMORANDUM OF AGREEMENT

The City of Bayonne ("City") and the Bayonne Police Superior Officer's Association ("SOA"), hereby agree to this Memorandum of Agreement ("Agreement") with respect to a successor collective negotiations agreement ("CNA") between the parties. This Agreement is subject to ratification of the parties. The parties agree to recommend ratification of this Agreement to their respective membership (the City Council and SOA members, respectively).

The terms of the Agreement are as follows:

1. The term of the successor CNA shall be from January 1, 2021 to December 31, 2025. Unless otherwise noted, all changes become effective on full ratification.
2. All terms of the existing CNA shall remain in full force and effect, except as modified by this Agreement.
3. The parties shall mutually create and agree upon a successor CNA, including salary guides, from the terms of this Agreement.

4. **Article 1: Recognition**

Modify language of Section 2 and add to the end of the first sentence "only upon City receipt of a written document from the employee expressly authorizing said Representation Fee payment in accordance with applicable law."

5. **Article 3: Grievance Procedure**

- a. Fix typo that includes two paragraph (c)s in Section 1 and renumber the remaining paragraphs.

- b. Add clarifying language to paragraph (f) to provide that if the time limits at each step of the process are not adhered to by the employee or SOA, the grievance shall be deemed settled or abandoned and not arbitrable.
- c. Eliminate paragraph (e) of Section 3.

6. Article 4: Salaries

- a. Increase wages on all ranks as follows:

7/1/21- 1.5%
7/1/22- 1.5%
7/1/23- 1.75%
7/1/24- 1.75%
7/1/25- 1.75%

- b. Modify Section 3 to 2080 hours.
- c. Set Sergeant Salary in Appendix A to \$151,708, effective on full ratification.

7. Article 8: Hours of Work

Modify Section 1 to incorporate a 4 on/4 off 12-hour work schedule for the patrol division and a 10 hour and 40-minute workday for officers not assigned to the patrol division.

8. Article 9: Health Insurance

Modify Section 7 to provide that officers who do not meet the eligibility requirements of this Section or those who retire after 12/31/24, shall contribute, upon retirement and eligibility to receive City-provided retiree health insurance benefits, 10% of the cost of their City-provided retiree health insurance.

9. Article 13: SOA Rights and Privileges

Modify Section 5 to provide for SOA union leave time to no more than 8 hours per 4-on/4-off tour of duty.

10. Article 14: Holiday Calendar

Increase holiday pay to 12 hours per day in Sections 1 and 3.

11. Article 15: Leaves of Absence

- a. Amend Section 5 to provide as follows: SOA members assigned to Patrol will be allowed to use time in 4, 6, or 12-hour blocks. Detailed SOA members will be allowed to continue to use time in full or half day blocks.
- b. Add to Section 6: If a paid holiday, vacation day, personal day, floating vacation day or any other paid day falls on a day when an officer is on sick leave, the officer shall not have the day counted as sick leave but charged for the paid leave day as applicable, except that this shall not apply to officers with on-duty injuries who will not be charged with paid leave days.
- c. Add as new Section 7: SOA members assigned to Patrol will earn four (4) Kelly Days per year, or forty-eight (48) hours leave, to be used one (1) day per quarter (1 day Jan-March, 1 day April-June, 1 day July-Sept, 1 day Oct-Dec) subject to the Chief's discretion. Kelly Days must be used in the quarter they are earned & cannot be carried over to another quarter.

Detailed SOA members will earn two (2) Kelly Days leave per year to be used one (1) day per half of the year (1 day Jan-June, 1 day July-December). Kelly Days must be used in the 6 months they are earned and cannot be carried over into another 6-month period. This is in addition to the 6 Major Yearly Holidays.

12. Article 16: Vacation

Modify Article to add language that allows SOA members to break up one week, or 4 vacation days, into individual vacation days, subject to the Chief's discretion, which will not be unreasonably withheld.

13. Article 19: Off Duty Police Action and Off Duty Pay

Modify Article to increase Supervisor rate to \$75 per hour. Weekend, holidays, and hours after 8-hours will increase to \$90 per hour.

14. Article 23: Terminal Leave

Modify Section 2 to change hours of terminal leave paid to 12-hours from 9.5-hours per day.

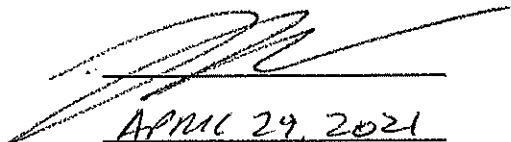
15. Article 24: Duration

Amend to be effective from January 1, 2021 through December 31, 2025.

16. Article 26: Sick Leave Incentive

Modify Article and change 28.5 hours to 36 hours in first paragraph and 9.5 hours to 12 hours in the second paragraph.

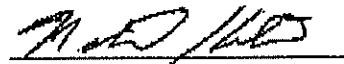
FOR THE CITY:

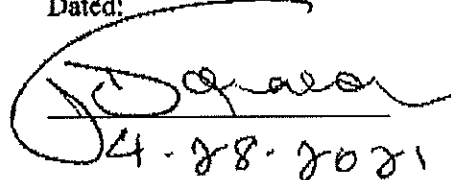


APRIL 29, 2021
Dated:
DONNA M. RUSSO
ASST CITY COUNSEL
CITY OF BAYONNE
WITH AUTHORIZATION OF

Dated: JAMES M. LYRAS, Mayor
and ROBERT KUBERT,
PUBLIC SAFETY DIRECTOR

FOR THE SOA:



4/28/2021
Dated:


4-28-2021
Dated:

MUNICIPAL COUNCIL OF THE CITY OF BAYONNE

RESOLUTION NO. 21-05-12- 059

WHEREAS, the City of Bayonne and the Bayonne Police Superior Officers Association (the "Parties") are parties to a Collective Negotiations Agreement ("CNA") effective July 1, 2013 through December 31, 2018; and

WHEREAS, said CNA was extended through December 31, 2020 by way of Memorandum of Understanding approved and adopted pursuant to Resolution No. 17-12-13-103 adopted December 13, 2017; and

WHEREAS, negotiating teams met on several occasions in an effort to resolve outstanding and existing labor and contract issues; and

WHEREAS, the City of Bayonne's negotiating team recommended the City agree to the terms set forth in the attached Memorandum of Agreement (Exhibit A), which, among other things, further extends the term of the CNA between the Parties through December 31, 2025 and constitutes the essential terms of a successor agreement between the Parties; and

WHEREAS, based on the negotiating team's recommendation, the Mayor's designee, Donna M. Russo, Assistant City Attorney, executed said Memorandum of Agreement; and

WHEREAS, the Municipal Council is satisfied that the terms set forth in the attached Memorandum of Agreement are beneficial to the City of Bayonne, now, therefore, be it

RESOLVED by the Municipal Council as follows:

1. The City of Bayonne approves and adopts the attached Memorandum of Agreement as resolution of all outstanding issues relating to the successor Collective Negotiations Agreement between the City of Bayonne and Bayonne Police Superior Officers Association.

2. The actions of the Mayor's designee, Donna M. Russo, Assistant City Attorney, in executing the attached Memorandum of Agreement are hereby ratified and affirmed.

JFC:nmi

A TRUE COPY

Madeline L. Medina
CITY CLERK