

Memorandum of Agreement
Between
The Borough of Bernardsville
and
PBA Local #365
(Patrolmen and Detectives)

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 and hired prior to January 1, 2014 shall be entitled to receive the base rate of pay for their position in accordance with Salary Guide A-1 as shown below, while all employee hired after January 1, 2014 shall be entitled to receive the base rate of pay found in Salary Guide A-2 as shown below:

A-1

Salary Guide For Officers Hired Before January 1, 2014

| Grade | (2%) 2017 | (2%) 2018 | (2%) 2019 |
|-----------|--------------|--------------|--------------|
| 1st Class | 110,837 | 113,054 | 115,315 |
| 1A | 109,635 | 111,827 | 114,064 |
| 1 | 104,308 | 106,394 | 108,522 |
| 2A | 99,447 | 101,436 | 103,465 |
| 2 | 93,187 | 95,051 | 96,952 |
| 3 | 86,913 | 88,651 | 90,424 |
| 4 | 80,639 | 82,252 | 83,897 |
| 5 | 74,366 | 75,853 | 77,371 |
| 6 | 68,092 | 69,454 | 70,843 |
| 7 | 61,818 | 63,054 | 64,316 |
| 7A | 52,878 | 53,935 | 55,014 |
| 8 | 43,938 | 44,816 | 45,713 |
| 9 | 32,953 | 33,612 | 34,284 |

A-2

Salary Guide For Officers Hired On or After January 1, 2014

| Grade | (2%) 2017 | (2%) 2018 | (2%) 2019 |
|-----------|--------------|--------------|--------------|
| 1st Class | 110,837 | 113,054 | 115,315 |
| 1A | 108,735 | 110,910 | 113,128 |
| 1 | 101,257 | 103,283 | 105,348 |
| 2A | 97,518 | 99,468 | 101,458 |
| 2 | 93,785 | 95,661 | 97,574 |
| 3 | 86,300 | 88,026 | 89,787 |
| 4 | 78,822 | 80,398 | 82,006 |
| 5 | 71,343 | 72,770 | 74,225 |
| 6 | 63,864 | 65,142 | 66,444 |
| 7 | 56,386 | 57,513 | 58,664 |
| 8 | 48,907 | 49,885 | 50,883 |
| 8A | 45,105 | 46,008 | 46,928 |
| 9 | 41,305 | | |
| Academy | 33,949 | 34,628 | 35,320 |

Effective January 1, 2018, Step 9 on the A-2 guide, \$42,131, shall be eliminated.

Sections “B” through “I” shall remain the same. Section “J” shall be revised and replaced with the following:

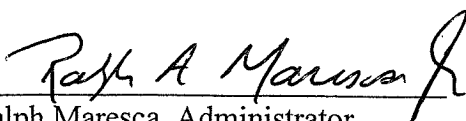
1. Patrolmen and Detectives performing outside work while off duty shall be entitled to \$75.00 per hour for “for profit” or \$64.00 per hour for “non-profit” organizations, as appropriate.
2. Show up pay for outside private overtime work while off duty shall be scheduled for a minimum of four (4) hours 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.
3. When any job extends beyond the end time stated in the “Extra Duty Police Services Agreement, Application and Estimate for Services,” 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.

4. 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.
5. Section J, Numbers "2" through "4" shall only apply to "for profit" organizations, companies or individuals.
6. The Borough has the managerial prerogative to unilaterally amend the terms of the "Extra Duty Police Services Agreement, Application and Estimate for Service."
7. In addition, administrative costs for the Borough will be added to the amount billed to the outside contractor.

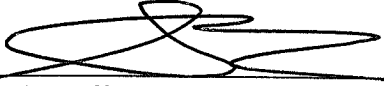
5. All other provisions of the parties' most recently expired collective negotiations agreements not modified herein shall remain unchanged and in full force and effect.

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 20, 2017

For PBA Local #365:



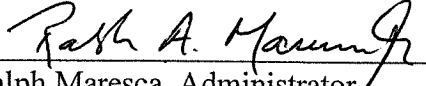
Scott Chertoff, President
Dated: June 20, 2017

SIDE LETTER

Any officer hired in 2017 at Step 9 in the A-2 salary schedule shall move to Step 8A on January 1, 2018 and Step 9 shall be eliminated from the Collective Bargaining Agreement.

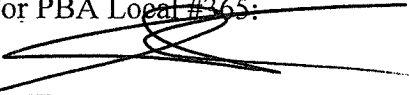
Prospectively, those officers shall be eligible to move on the guide on January 1st of each year, rather than on their anniversary date, assuming the Collective Bargaining Agreement provides for such movement.

For The Borough of Bernardsville:



Ralph Maresca, Administrator
Dated: June 20, 2017

For PBA Local #365:



Scott Chertoff, President
Dated: June 20, 2017