

MEMORANDUM OF AGREEMENT  
(2017 -- 2020 Contract)

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2017 by and among Middlesex County and the Sheriff of Middlesex County (herein referred to as the "Employer") and the Middlesex County Sheriff's Superior Officers Association, PBA Local 165A (herein "PBA 165A"):

WHEREAS, the Employer and PBA 165A are parties to a Collective Negotiations Agreement (herein "CNA") covering the period from January 1, 2013 through December 31, 2016; and

WHEREAS, the parties have engaged in good faith collective negotiations concerning terms and conditions of employment for a successor CNA; and

WHEREAS, the parties have reached agreement on such terms and conditions for a successor agreement subject only to approval by the Middlesex County Board of Chosen Freeholders and ratification by the PBA 165A membership; and

WHEREAS, the negotiating committees of the Employer and PBA 165A unanimously agree to recommend such approval and ratification:

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein set forth the parties agree as follows:

1. Except as herein modified, the terms and conditions of the 2013-2016 CNA shall remain in full force and effect.
2. Term – The new Agreement shall be for a period of four (4) years from January 1, 2017 to December 31, 2020.

3. Article 2. Association Representatives – Add: The Sherriff’s shall permit two members of the Association Negotiating Committee to attend collective negotiating meetings during scheduled duty hours without loss of pay. The parties recognize the right of the Sheriff to recall officers to duty in case of an emergency.

4. Article 5. Wages, Hours of Work, Pay Period –

A. Negotiated Wage Increase (NWI) – There shall be a Negotiated Wage Increase (NWI) of two percent (2%) per year effective January 1 of each year, for each of the 4 years of the new Agreement which shall be applied to all salary levels in the existing contract. See Appendix A, attached.

B. Additional Salary Adjustment – In addition to the NWI increases set forth above in Section 3A, there shall be a pensionable base pay adjustment of 1% per year effective January 1 of each year of the 4 years of the new agreement for all salary levels in the existing contract. PBA 165A acknowledges that these adjustments are not NWIs but rather are additional base pay increases that are provided during the 4 year term of this contract and have been agreed to by the County in consideration for PBA 165A’s voluntary agreement that its active unit members will withdraw its demand to reduce Ch. 78 contributions and continue to pay contributions for health insurance in accordance with PL 2010 c 2 and PL2011 c. 78 for the duration of this contract and until a successor contract is agreed to by the parties. By reason of the foregoing PBA 165A agrees that it will not use the granting of these additional base pay adjustments in connection with any wage demands it may make in future negotiations, but rather it herewith agrees that the negotiated NWI for the term of this contract is 2% per year. If the parties invoke interest arbitration in the next round of negotiations, the County may use these

acknowledgments and agreements by PBA 165A as it deems appropriate. See Appendix A, attached.

C. Pay Period – Effective 1/1/2018 the annual salary for employees covered by this Agreement shall be paid in 24 pay periods rather than the current practice of 26 pay periods. The county shall issue separate checks to employees covered hereunder for overtime and side jobs on each non-pay week.

D. Section F: Hours of Work-

1. The first shift shall be defined to mean a specifically designated block of continuous 8 hours occurring from 6:00 am to 5:00 pm.

2. The second shift shall be defined to mean a specifically designated block of continuous 8 hours occurring from 2:00 pm to 1:00 am.

3. The third shift shall be defined to mean a specifically designated block of continuous 8 hours occurring from 11:00 pm to 9:00 am.

E. Section J: Shift Change

1. If a superior officer is required to change their start time within their regular shift as defined in Sections 1 through 3, above, a minimum of 48-hour notice is required. If proper notice is not provided, the superior officer shall maintain his regular shift and all hours worked outside of his regular shift shall be paid at his overtime rate.

2. If a superior officer is required to change his regular shift to cover another shift within the same workday, a minimum of 3 workdays' notice is required. If less than 3 workdays' notice is provided, the Sheriff or her designee shall request that the change be covered by using the voluntary shift change list to determine if another supervisor will cover that

open shift on a voluntary basis. If no supervisor voluntarily accepts the change, the Sheriff or designee shall deny the request or cover it with overtime.

F. Section M: Training

1. All new Sergeants will be sent to a Basic Police Supervision course at County expense and on County time within three (3) months of promotion or to the first available course.

2. All new Lieutenants will be sent to an Advanced Police Supervision course at County expense and on County time within three (3) months of promotion or to the first available course.

5. Article 7, Representation Fee in Lieu of Due - Change Paragraph B 2<sup>nd</sup> sentence to "The representation fee to be paid by non-members will be equal to eighty-five percent (85%) of that amount or the maximum amount allowed by law.

6. Article 8, Overtime

A. Add- The 4 hour minimum shall not apply if a Superior Officer is called in early on overtime which is contiguous to his regular starting time. On such occasion a Superior Officer shall be paid overtime only for the hours worked beyond the officer's scheduled shift hours.

B. 1<sup>st</sup> Paragraph - Modify language to read "All hours worked in excess of a superior officer's regularly assigned shift hours or regularly assigned 37.5 hour work week shall be paid at the overtime rate of 1.5 times the superior officer's hourly rate.

C. Paragraph 6 and 7 delete "alphabetically"

D. Add "10 to 4 Rule" see attached Appendix B.

7. Article 10, Equipment

Correct typos as follows:

D-1. The Sheriff shall make...

D-1. The Superior shall qualify to...

8. Medical Benefits – All changes in medical benefits as set forth in this Section 4 of the MOA shall become effective January 1, 2018, except that the changes to the medical plan specified below shall not apply in retirement to any employee who retires on or before January 1, 2019.

A. Co-pays for Medical Coverage –

1. Office visit co-pay shall be \$10.00 for both primary care physician and specialist.
2. Urgent care visit co-pay shall be \$20.00.
3. Emergency Room co-pay shall be \$50.00 per visit.

B. Prescription Coverage - Co-pays for prescriptions shall be:

-0- for generic

\$15.00 for preferred brand name

\$30.00 for non-preferred brand name.

There shall also be a Step Therapy Program and a Specialty Drug Management Program implemented. An overview of the components of these programs is attached hereto.

C. Survivor Benefits – The surviving spouse of an employee with 10 or more years of service with Middlesex County who dies while on the payroll of the County shall be entitled to a continuation of health benefit coverage for a period of 36 months from the date of

death under the same terms and conditions as applied while the employee was alive, including contributions required under Ch. 78.

D. Modification of Chapter 78 contributions for retirees

The County agrees to modify the exemption from the requirement to pay contributions upon retirement such that employees who completed 15 years or more of creditable service in a State of New Jersey administered pension system at any time during calendar year 2011 and who become eligible for health benefits from Middlesex County based upon 25 or more years of service will not be required to make contributions pursuant to Chapter 78 for their health benefits upon retirement. Employees of Middlesex County hired on or before 12/31/2016 who do not meet this eligibility requirement are not eligible for this exemption from contribution on retirement benefit. Likewise employees hired on or after 1/1/2017 are not eligible for this exemption from contribution on retirement benefit. To the extent that military buy back is a factor in meeting the eligibility requirement for employees hired on or before 12/31/2016, such buy back time shall be treated as any other creditable service time in a State of New Jersey pension system completed at any time during calendar year 2011.

E. Modification of health benefits for future retirees.

Employees who become entitled to health benefits upon retirement will receive the same level of benefits they had on the last day of service immediately preceding their retirement.

F. Modify Paragraph 5 b Retirement Benefits by replacing New Jersey Civil Service Commission with New Jersey Police and Firemen's Retirement System.

9. Article 16, Bereavement

Paragraph C- Delete "daughter" and add "current" to daughter-in-law.

10. Article 20. Adherence to New Jersey Civil Service Commission Rule

Change description to "Civil Service Rule"

11. Article 18. Sick Leave

Add "et seq." to the statutory reference in paragraph 7

12. Article 27. Sheriff's Investigation

A. Replace introductory paragraph with the following: "In an effort to ensure that departmental investigations are conducted in a manner that is fair and promotes good order and discipline all administrative and internal affairs investigations, whether conducted in person or through written questionnaire, will follow the New Jersey Attorney General and Internal Affairs Policy and Procedures to the extent applicable.

B. Delete paragraphs 1 through 5 and 7 and 8. Paragraph 6 shall remain but without a number.

13. The Vacation and FTO (Mentoring) Agreements between PBA 165A and the Sheriff shall be incorporated into the successor Agreement. The FTO/Training is 1 hour of training pay per day for up to 4 weeks for Sergeants and 1 week for Lieutenants.

14. Grievance Procedure: Amend to require all grievances to be served on the designated person in the relevant step via hand delivery (to the person or person's County mailbox).

IN WITNESS WHEREOF the parties have set their hands and seals this \_\_\_\_\_ day of

\_\_\_\_\_ 2017.

For: County of Middlesex

*Matthew S. Scott* 12/20/17  
\_\_\_\_\_  
\_\_\_\_\_

For: PBA Local 165A

*Randy Eisher* 12/18/17  
*Eric [unclear]* 12/18/17  
*Chia [unclear]* 12/18/17



APPENDIX A

MIDDLESEX COUNTY  
SHERIFF'S SUPERIOR OFFICERS SALARY SCHEDULE

		1/1/2016	1/1/2017	1/1/2018	1/1/2019	1/1/2020
PBA 165A	Sergeant	\$ 102,900	\$ 105,987	\$ 109,167	\$ 112,442	\$ 115,815
	Sr. pay 2.0% 16 yrs		\$ 108,107	\$ 111,350	\$ 114,690	\$ 118,131
PBA 165A						
	Sr. pay 1.5% 20 yrs		\$ 109,728	\$ 113,020	\$ 116,411	\$ 119,903
PBA 165A	Lieutenant	\$ 118,335	\$ 121,885	\$ 125,542	\$ 129,308	\$ 133,187
	Sr. pay 2.0% 16 yrs		\$ 124,323	\$ 128,052	\$ 131,894	\$ 135,851
PBA 165A						
	Sr. pay 1.5% 20 yrs	15% Dif.	\$ 126,188	\$ 129,973	\$ 133,872	\$ 137,889
PBA 165A	Captain	\$ 136,086	\$ 140,168	\$ 144,373	\$ 148,704	\$ 153,165
	Sr. pay 2.0% 16 yrs	15% Dif.	\$ 142,971	\$ 147,260	\$ 151,678	\$ 156,228
PBA 165A						
	Sr. pay 1.5% 20 yrs	15% Dif.	\$ 145,116	\$ 149,469	\$ 153,953	\$ 158,572
PBA 165A	Dir. Of Narcotics	\$ 136,086	\$ 140,168	\$ 144,373	\$ 148,704	\$ 153,165
	Sr. pay 2.0% 16 yrs	15% Dif.	\$ 142,971	\$ 147,260	\$ 151,678	\$ 156,228
PBA 165A						
	Sr. pay 1.5% 20 yrs	15% Dif.	\$ 145,116	\$ 149,469	\$ 153,953	\$ 158,572
Longevity			1/1/2017	1/1/2018	1/1/2019	1/1/2020
	9	\$ 1,273	\$ 1,311	\$ 1,351	\$ 1,391	\$ 1,433
	16	\$ 1,910	\$ 1,967	\$ 2,026	\$ 2,087	\$ 2,150
	21	\$ 2,547	\$ 2,623	\$ 2,702	\$ 2,783	\$ 2,867

The salaries for Chiefs shall be increased by the same increases set forth above from 1/1/17 until the date they are removed from the unit.

# Appendix B

1) When a Superior Officer assigned to the first shift called in while off duty between the hours of 10:00 p.m. and 4:00 a.m. and reports for work the Officer shall have (7) hours off before being required to report for duty again except when a state of emergency is declared by the Sheriff. The Officer shall be paid straight time for any of those hours that are part of his/her regular shift. If there are less than two (2) hours remaining on the officer's regular shift after the seven (7) hour break, the Officer may not be required to report to work at the non grievable discretion of the Sheriff and the Officer shall receive straight time pay for the remainder of his/her shift.

2) When a Superior Officer assigned to the second shift called in while off duty between the hours of 5:00 a.m. and 11:00 a.m. and reports for work the Officer shall have (7) hours off before being required to report for duty again except when a state of emergency is declared by the Sheriff. The Officer shall be paid straight time for any of those hours that are part of his/her regular shift. If there are less than two (2) hours remaining on the officer's regular shift after the seven (7) hour break, the Officer may not be required to report to work at the non grievable discretion of the Sheriff and the Officer shall receive straight time pay for the remainder of his/her shift.

3) When a Superior Officer assigned to the third shift called in while off duty between the hours of 1:00 p.m. and 7:00 p.m. and reports for work the Officer shall have (7) hours off before being required to report for duty again except when a state of emergency is declared by the Sheriff. The Officer shall be paid straight time for any of those hours that are part of his/her regular shift. If there are less than two (2) hours remaining on the officer's regular shift after the seven (7) hour break, the Officer may not be required to report to work at the non grievable discretion of the Sheriff and the Officer shall receive straight time pay for the remainder of his/her shift.

APPENDIX B