

Agreement

between the

County of Passaic

and

New Jersey State Policemen's Benevolent Association, Local 203

representing all employees of the Weights and Measures Division

for the period of

January 1, 2023 to December 31, 2027

Prepared by:

The Office of the Passaic County Counsel

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THIS AGREEMENT made and entered into on this 24 day of May, 2023 by and between the County of Passaic (hereafter "County" or "Employer") with its principal place of business located at 401 Grand Street, Room 205, Paterson, New Jersey 07505 and the New Jersey State Policemen's Benevolent Association, Local 203 (hereafter "Union" "PBA" or "Unit"), a labor organization representing all employees of the Weights and Measures Division (collectively referred to as the "Parties").

ARTICLE I – RECOGNITION

The County hereby recognizes the Union as the sole and exclusive majority representative of all employees covered under this Agreement in the titles of Apprentice, Assistant County Superintendent of Weights & Measures and Deputy County Superintendent of Weights & Measures.

ARTICLE II – COLLECTIVE NEGOTIATION PROCEDURE

1. Collective negotiations with respect to rates of pay, hours of work, and other terms and conditions of employment and negotiable issues, shall be conducted by the duly authorized negotiating agent of the employee. Not more than two representatives, plus counsel and one expert, shall participate in collective negotiating meetings, except by consent of both Parties.
2. Collective negotiations for the contract period beginning January 1, 2019 shall commence pursuant to the rules of the Public Employment Relations Commission.
3. Negotiating sessions shall begin at times mutually agreed upon by the parties on the dates agreed upon and the Local's representatives (not exceeding the number shown in Section 1) on duty on that day shall be permitted to attend the negotiating sessions and subsequent regularly scheduled negotiating sessions without loss of pay. No other payment will be made to the association representatives for the negotiating sessions.

ARTICLE III – PRESERVATION OF RIGHTS

1. Nothing in this Agreement shall abrogate the existing management rights of the elected or appointed officials in charge of the various departments of County Government subject to this Agreement and to all applicable Federal & State Laws, rules and regulations, and the existing rights of the employees.
2. The County agrees that all benefits provided to the Local in Agreement covering the previous years when no signed Agreement between the parties existing, as well as written regulations, orders and policies with respect to terms and conditions of employment pertaining thereto, shall be maintained during the term of this Agreement except as herein changed, modified, or altered by, or deleted from, the provisions of this Agreement.

ARTICLE IV – DISCRIMINATION

This contract shall be subject to all Federal and State regulations on discrimination. There shall be no discrimination, interference, or coercion, by the Employer or any of its agents against the employees represented by the Unit because of membership or activity in either the PBA or group constituting said Unit.

ARTICLE V – NOTIFICATION OF CHANGES

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the PBA's representative before they are established.

ARTICLE VI – SALARY

1. Employees in the Unit will receive the following salary increases pursuant to the Salary Guide attached hereto as Appendix A:
 - a. Effective January 1, 2023, employees at the maximum Salary Guide will receive a two and half percent (2.5%) increase to base salary. Employees not at maximum of the Salary Guide will receive a zero percent (0.00%) cost of living adjustment and one (1) step increment effective on his/her anniversary date pursuant to Article VI, Part 4.
 - b. Effective January 1, 2024, employees at the maximum Salary Guide will receive a two and half percent (2.5%) increase to base salary. Employees not at maximum of the Salary Guide will receive a zero percent (0.00%) cost of living adjustment and one (1) step increment effective on his/her anniversary date pursuant to Article VI, Part 4.
 - c. Effective January 1, 2025, employees at the maximum Salary Guide will receive a two and half percent (2.5%) increase to base salary. Employees not at maximum of the Salary Guide will receive a zero percent (0.00%) cost of living adjustment and one (1) step increment effective on his/her anniversary date pursuant to Article VI, Part 4.
 - d. Effective January 1, 2026, employees at the maximum Salary Guide will receive a two and half percent (2.5%) increase to base salary. Employees not at maximum of the Salary Guide will receive a zero percent (0.00%) cost of living adjustment and one (1) step increment effective on his/her anniversary date pursuant to Article VI, Part 4.
 - e. Effective January 1, 2027, employees at the maximum Salary Guide will receive a two and half percent (2.5%) increase to base salary. Employees not at maximum of the Salary Guide will receive a zero percent (0.00%) cost of living adjustment and one (1) step increment effective on his/her anniversary date pursuant to Article VI, Part 4.
2. Employees who pass a ninety (90) day probationary period shall continue to move from minimum to maximum base salary in eight (8) equal annual increments.
3. **Rate of Pay for New Hires.** All newly hired employees shall begin at the first step of the Salary Guide.
4. All employees whose anniversary date falls between January 1 and June 30 shall receive the increment on January 1. All employees whose anniversary date falls between July 1 and December 31 shall receive the increment on July 1.
5. The County at its sole discretion can change from a bi-weekly payroll to a bi-monthly payroll.

4. The Union and the County agree to negotiate changes in the County's health insurance plan and in the County's prescription plan, which would include changes in deductibles and co-pays.
5. Union employees shall make contributions toward the cost of their health insurance coverage in the amount set forth pursuant to P.L. 2011 Chapter 78, and any amendments thereto.
6. New employees hired after January 1, 2015 shall not be entitled to enroll in the County's Traditional Healthcare Plan.
7. New employees hired after January 1, 2015 shall not be entitled to lifetime benefits upon retirement.
8. The out-of-network reimbursement rate on the County's traditional plan shall be amended to one hundred and fifty percent (150%) of the Medicare Rate Schedule.
9. All employees enrolled in the Traditional Healthcare Plan shall exit the plan no later than the open enrollment period on or about October 1, 2023.

ARTICLE IX – WORK SCHEDULE, OVERTIME

1. The regular normal work week shall be defined as starting on Monday and terminating on Friday.
2. The workday shall be from 8:30 AM to 4:00 PM, with a thirty (30) minute lunch break. Grace period of 15 minutes for emergencies. The schedules shall be at the discretion of the respective Department Head and in accordance with N.J.S.A. 51:1:54.
3. Any employee who shall be called back to duty shall be paid at the rate of straight time or time and one-half, whichever is appropriate, provided, however, that employee is called back to duty more than one hour prior to commencement of the assigned tour of duty or called back to duty after he has completed a regular tour of duty, provided the employee is called back after he has left his assignment. If any employee is called to duty on his day off, he shall be paid a minimum of four hours pay at time and one-half. If he is on duty for more than four hours, he shall be paid for a full day.
4. Employees shall be entitled to compensatory time for court appearances on after duty hours or on days off in accordance with the above paragraphs.
5. If the regularly scheduled day or tour of day of an employee has been established in advance by a schedule and is changed from that day or tour of a day by the department head within seventy two (72) hours of the scheduled day or tour, then the employee shall receive compensatory time for the additional hours he is assigned to work at time and one-half. Each change shall be individually noticed.
6. Employees represented by the Union shall be entitled to compensatory time off in lieu of cash payments for overtime hours worked beyond thirty-five (35) hours per week of the following conditions are fulfilled:
 - a. The Department Head gives permission for compensatory time off hours; and

- b. The compensatory time off is taken as scheduled by the Department Head within six (6) pay periods following the period in which the overtime hours were worked. If the overtime hours would have been paid at time and one half (1 ½) then the compensatory time off hours shall be taken at the same rate. No more than thirty-five (35) hours may be accumulated.
- c. Overtime shall be earned at straight time until thirty-five (35) hours and at time and one half (1 ½) after thirty five (35) hours for Weights & Measures.

ARTICLE X – PAY DURING ABSENCE

1. **Unscheduled Absences.** If, for any reason, an employee is unable to report for duty, he must notify his Department Head at least one hour before his scheduled starting time.
2. **Jury Duty.** County employees are encouraged to fulfill their civic duty and serve as a juror when summoned by the courts. An employee required to render jury service shall be entitled to be absent from work during that service and will be paid their usual pay for each required day of jury service. If an employee is notified prior to the date of service that they are required to report to the court, that employee must report to work. Employees summoned to jury duty should notify their supervisor as soon as possible but not later than one (1) week of receiving notice. Following completion of service, employees shall submit official confirmation of service provided by the vicinage.
3. **Sick Leave.**
 - a. If the employee is unable to report to work due to illness or for any other reason, it is essential that he notify his supervisor or department head, according to the procedure established in his department. Failure to give proper notification without just reason could result in disapproval of his request for sick leave or be considered as an unscheduled absence. Sick leave pay will be at the employee's regular straight time rate.
 - b. Employees who are absent for more than three (3) days shall provide medical documentation. Employees returning from a medical leave must provide the employer with documentation indicating that they are capable of performing their job duties.
 - c. Sick leave days may be used in advance. Should the employee require none or only a portion of his earned sick leave for one year, the amount not taken accumulates to his credit from year to year during his employment. Such leave is accumulated in accordance with N.J. Civil Service Regulations and Laws, fifteen (15) days per year beginning January 1st of every year. If the employee used advanced sick days, and does not return to duty, said employee must reimburse the County for days used in advance.
 - d. Sick leave is hereby defined to mean absence from post or duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee. A certificate of a reputable physician in-attendance shall be required as sufficient proof of need of leave or leaves of absence of the employee or the need of employee's attendance upon a member of the employee's immediate family. In the case of an illness of a chronic

or recurring nature causing an employee's periodic or repeated absence from duty for one (1) day or less, only one medical certificate shall be required for every six (6) month period as a sufficient proof of need of leave of absence of the employee, provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment. In case of leave of absence due to contagious disease, a certificate from the Department of Health shall be sufficient proof as required by the Department Head.

- e. In order to be paid for a holiday, an employee who calls in sick the day before or the day after a holiday, shall submit medical documentation upon returning to duty.

4. **Injury Leave.**

- a. The County of Passaic will administer Worker's Compensation benefits pursuant to N.J.S.A. 34:15-1, et seq. Weekly benefit payments for Worker's Compensation are to be computed in accordance with said statute. It is the policy of Passaic County that all employees who are receiving Worker's Compensation benefits shall not be disciplined for time lost in connection with the injury. Employee benefits such as vacation time, holidays, sick days and health benefits shall not be affected. All benefits currently being paid under the sick leave (Temporary Disability Benefits) will remain in effect.
- b. Contested Injuries. Charges may be made against sick leave accrual, if any, in any case where the County is contesting that the injury occurred on the job. In the event the State determines in favor of the employee, sick leave so charged shall be re-credited to the employee's sick leave accrual balance. In the event eligibility for payment is denied by the State, the employee shall be eligible to utilize sick leave accruals, if any, retroactive to the date of his injury, and to use vacation leave.
- c. Medical Proofs. In order to limit the obligation of the County for each new and separate injury, the County may require the employee to furnish medical proof or submit to medical examination by the County at its expense to determine whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in the County service.
- d. Physician Certification. When an employee has suffered an injury while on duty, and is absent for five (5) days or more, it will be necessary for him to submit a written certification from a physician setting forth the nature of the injury and the physician's prognosis as to the length of time before the employee can return to duty.
 - i. Additional reports shall be filed from the physician every two (2) weeks thereafter indicating the current status of the employee's health and the time of his anticipated return to duty.
 - ii. In the absence of such certification, the employee shall be removed from injury leave.

- 5. **Bereavement Leave.** Employees are entitled to three (3) consecutive days' leave of absence with pay for the death of an employee's immediate relative. Bereavement leave shall not be extended beyond three (3) consecutive calendar days immediately following the death of a family member

unless approved by the County Administrator. "Immediate relative" includes spouse, civil union partner, child, parent, stepchild, stepparent, sibling, grandparents, mother in-law, father in-law, daughter in-law, son in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees may be asked for proof at the discretion of the Personnel Department or Administration.

6. **Terminal Leave.** An employee, upon retirement, (service retirement, accidental disability retirement, ordinary disability retirement, or early retirement) or an employee who terminates his service after reaching the age of sixty (60) who is not covered by the Public Employee's Retirement System or other state pension, shall be granted a terminal leave lump sum payment in accordance with Option 1. In addition, in the event of the death of an employee whose pension rights have been vested or who is eligible for early retirement or who has reached the age of sixty (60), then the estate of that employee shall be eligible for terminal leave lump sum payment according to the option selected by the estate:

- a. **Option 1.** One half (1/2) of the employee's earned and unused accumulated sick leave multiplied by his daily rate of pay based upon the average annual base pay received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such lump payment shall exceed twelve thousand dollars (\$12,000.00).
- b. **Option 2.** The employee may elect to delay receipt of terminal leave funds from Option 1 until January 31 of the year following his/her retirement.

7. **Leave of Absence.**

- a. **Leave Without Pay.** When an employee has exhausted their earned benefits, they may request a medical leave without pay. Upon being on a medical leave without pay, the employee should contact the Personnel Department to discuss temporary disability benefits. Employees who have exhausted their sick time and have been without pay for 60 L.W., days may be subject to termination (12 weeks as required by FMLA). In the event of catastrophic or terminal illness, additional medical leave may be granted with Administration approval.
- b. Ordinarily, a personal leave of absence or an excused absence will not be granted to an employee for the purpose of seeking or accepting employment with any other employer.
- c. Personal leaves of absence are granted with the understanding that the employee intends to return to his County duties. If an employee fails to return within five (5) working days after the expiration of the leave of excused absence, he may be considered to have resigned and not in good standing.
- d. Employees on leave without pay for more than two weeks in any month will not receive holiday pay, nor will they accrue sick and vacation time.
- e. Military leave shall be granted as prescribed by Federal and State laws.

ARTICLE XI – VACATIONS

1. Vacations shall be scheduled in a uniform manner in accordance with seniority, where practicable, subject only to the requirements of the Department.

2. The vacation period shall commence January 1 and continue until December 31 of each year.
3. The vacation allowance for employees hired before December 31, 2004 shall be as follows:
 - a. Employees shall earn one (1) day per month in the first year of employment, up to and including the fourth year.
 - b. Employees shall earn fifteen (15) days in the fifth year of employment, up to and including the ninth year.
 - c. Employees shall earn eighteen (18) days in the tenth year of employment, up to and including the fourteenth year.
 - d. Employees, shall earn twenty (20) days in the fifteenth year of employment, up to and including the twentieth year.
 - e. Employees shall receive twenty-two (22) days when employed for more than twenty-one (21) years.
 - f. Vacation days may be accumulated as set forth in the N.J.S.A. 34:15-1, et seq. or no more than two (2) years of accumulated earned time, approved by the County Administrator.
4. The vacation allowance for employees hired after January 1, 2005 shall be as follows:
 - a. Employees shall earn ten (10) days from the first year of employment, up to and including the fourth year.
 - b. Employees shall earn twelve (12) days in the fifth year of employment, up to and including the ninth year.
 - c. Employees shall earn fifteen (15) days in the tenth year of employment, up to and including the fourteenth year.
 - d. Employees shall earn eighteen (18) days in the fifteenth year of employment, up to and including the twentieth year.
 - e. Vacation days may be accumulated as set forth in the N.J.S.A. 34:15-1, et seq. or no more than two (2) years of accumulated earned time, approved by the County Administrator.

ARTICLE XII – PERSONAL LEAVE

1. Each employee shall be entitled to take three (3) days of personal leave with pay at the employee's regular straight time rate during each year of this agreement. The Department Head must be notified of the personal leave request and prior approval of the department head must be obtained.
2. Summer, seasonal and per diem workers are not eligible.

3. An employee earns one (1) personal day every four (4) months.

ARTICLE XIII – HOLIDAYS

1. All employees shall receive fourteen (14) plus two (2) half (1/2) day holidays and any additional full day holiday granted to other County employees. The County observes the following holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Election Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth (third Friday in June)	½ day Christmas Eve
Independence Day	Christmas Day
Labor Day	½ day New Year's Eve

2. If a holiday falls during an employee's vacation, they shall be charged with the holiday. Holidays falling within a period of paid absence will entitle the employee to pay for such holidays. Periods of paid absence are: sick leave, injury leave, terminal leave, jury duty leave, compensatory time off and vacation leave. Holidays falling during an unpaid leave of absence will not be credited.
3. All employees who are scheduled to work on any of the holidays shall be compensated for such work at straight time for all hours worked, plus the eight (8) hour holiday pay. In the event an employee is called into work on a holiday, except Election Day and the Day after Thanksgiving, the employee shall receive double (2) time the employee's regular rate for all hours worked plus the eight (8) hour holiday pay.
4. In order to be paid for a holiday, an employee who calls in sick the day before or the day after a holiday, shall submit medical documentation upon returning to duty.

ARTICLE XIV – GRIEVANCE PROCEDURE

1. The purpose of the grievance procedure shall be to settle all grievances between the County and the Union as quickly as possible, so as to ensure efficiency and promote employee's morale.
A grievance is defined as any disagreement between the County and the Union involving the interpretation or application of a regulation violation of agreements and suspensions.
2. All grievances shall be processed as follows:
 - a. They shall be discussed by the employee(s) and the Department Head, and the Union representative. The answer shall be made within ten (10) days by the Department Head to the Union.
 - b. If the grievances are not settled by Article XIV, Part 3(a), then the Local or employee(s) shall have the right to submit such grievance to the County Administrator. A written answer to said grievance shall be served upon the individual and the Grievance Committee within ten (10) calendar days after submission.

3. If the grievances are not settled by Article XIV, Part 3 (a) or (b), then the Union and/or employee(s) within ten (10) working days after a written decision shall have the right to submit only such grievances to an arbitrator appointed by the Parties from the arbitration panel maintained by the New Jersey Public Employment Relations Commission. The arbitrator appointed shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to, nor subtract from the terms of the agreement and the referenced policies. The decision of the arbitrator shall be binding on both parties. The cost of the arbitrator and his expenses shall be borne equally by both Parties.
4. Nothing herein shall prevent any employee from processing his own grievance, provided the Union and representatives may be present.
5. If an employee elects to appeal a suspension of more than five (5) days or a dismissal through channels set forth and promulgated by N.J.S.A. 34:15-1, et seq., it may not subsequently be processed as a grievance.
6. Grievances must be initially tiled within thirty (30) days of the incident, or the employee's knowledge of such incident. Non-written verbal warnings should not be eligible for a grievance.

ARTICLE XV – LOCAL REPRESENTATIVES

1. Authorized representatives appointed by the Union, not to exceed two (2), shall be authorized to discuss with the Department Head and County Administrator any questions concerning the terms of this Agreement. During negotiations the authorized representatives not to exceed two (2) shall be excused from normal duties on the days of the scheduled negotiations.
2. The President and State Delegate on tour of duty shall be excused from duty for attendance at the regular monthly meeting of the Union. They shall be granted reasonable time off to attend to necessary Union business, provided that he/she requests permission in advance from his Department Head, which permission shall not be unreasonably withheld.

ARTICLE XVI – AGREEMENT

The County agrees not to enter into a collective negotiating agreement with anyone but the recognized Union with regard to any employee covered under the provisions of this Agreement.

ARTICLE XVII – INSURANCE AND WELFARE

1. The County shall continue to maintain and provide liability coverage of the type now in force and effect, including false arrest, at present levels of five hundred thousand dollars (\$500,000.00) per person and five hundred thousand dollars (\$500,000.00) per accident.
2. The County shall supply to employees all necessary legal assistance in the defense of civil claims for personal injury, death, or property damage arising out of and in the course of their employment. The County shall pay and satisfy all judgments against said employer's insurance carrier and may handle the matter. In addition, the County shall provide legal counsel at its cost, as required by N.J.S.A. 40:14-155.

ARTICLE XVIII – SAFETY CLOTHING ALLOWANCE & LOSS OR DAMAGE

1. All employees shall be entitled to an annual clothing allowance of one thousand seventy-five dollars (\$1,075) for 2023, eleven hundred dollars (\$1,100) for 2024, one thousand one hundred and twenty-five dollars (\$1,125) for 2025, one thousand one hundred and fifty dollars (\$1,150) for 2026, and one thousand one hundred and seventy-five dollars (\$1,175) for 2027. Said clothing allowance will be processed in the first paycheck in the month of May and must be used toward the purchased and maintenance of a uniform chosen by the County.
2. An employee shall be reimbursed for any loss or damage resulting to personal items incurred during a physical incident while on duty. Said personal items shall include, but not be limited to, uniform, leather gear, eyeglasses, watches and jewelry. However, any damage to watches or jewelry shall not exceed the sum of one hundred dollars (\$100). It is further agreed that the only jewelry that shall be covered under this Article shall include earrings and wedding or engagement rings. An employee must report said loss or damage to his superior officer no later than the beginning of the next full shift in order to be entitled to reimbursement; however, if the employee is disabled, injured, incapacitated, delayed or detained, then and in such event, he shall make said report of loss or damage as soon as possible under the circumstances.

ARTICLE XIX – APPLICABLE LAWS

The provisions of this agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of state and local laws.

ARTICLE XX – CHANGES, SUPPLEMENTS, OR ALTERATIONS

Any provisions of this agreement may be changed, supplemented or altered, provided the Parties mutually agree in writing.

ARTICLE XXI – APPLICABILITY

These benefits shall apply only to those employees currently in the bargaining unit.

ARTICLE XXII – AGENCY JOB PROVISION

The Parties to this Agreement recognize the recently passed “Agency Shop Bill” to take effect immediately.


ARTICLE XXIII – TERM OF AGREEMENT

This Agreement shall become effective on January 1, 2023 and shall continue in full force and effect until December 31, 2027. All terms and conditions set forth herein shall remain status quo until a new Agreement is bargained and ratified by the Parties. The Parties shall endeavor to negotiate a new Agreement at least ninety (90) days prior to the expiration date.

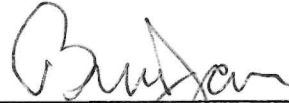
IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed by their proper officials and duly considered officials, this 24 day of May 2023.

Attest:

COUNTY OF PASSAIC



Louis E. Imhof III, Clerk
Board of County Commissioners



Bruce James, Director
Passaic County Board of County Commissioners

AS TO FORM AND LEGALITY:



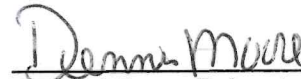
Nadege D. Allwaters, Esq.
Passaic County Counsel

Attest:

NEW JERSEY STATE
POLICEMEN'S BENEVOLENT
ASSOCIATION, LOCAL 203



Oswaldo Shpiruk, Union Representative
NJ State PBA Local 203



Dennis Moore, Delegate
NJ State PBA Local 203

APPENDIX A

SALARY GUIDE

Apprentice & Assistant Superintendent								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Contract	\$45,892	\$49,735	\$53,584	\$57,434	\$61,275	\$65,118	\$68,965	\$73,057

Deputy Superintendent								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Contract	\$61,662	\$64,734	\$67,810	\$70,876	\$73,819	\$76,684	\$79,418	\$82,147

Side Agreement for Elizabeth Andiorio					
	2023	2024	2025	2026	2027
Contract	\$69,103	\$73,187	\$77,528	2.5% increase	2.5% increase