

CONTRACT AGREEMENT BETWEEN

THE BOROUGH OF BERLIN

AND

PBA LOCAL 362

January 1, 2018 to December 31, 2021

Prepared by:

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ARTICLE I

ASSOCIATION RECOGNITION

The Borough of Berlin ("Borough") recognizes the Southern Camden County PBA Local #362 ("PBA") as the sole and exclusive collective bargaining representative of all full-time police officers of the Borough Police Department, with the exception of the Chief of Police.

ARTICLE II

CONTRACT PERIOD

This agreement shall be effective on January 1, 2018 and shall remain in full force and effect until December 31, 2021.

ARTICLE III

ENTIRE AGREEMENT AND MAINTENANCE OF RIGHTS

This contract represents the entire agreement of the parties and shall not be changed except by mutual written agreement. Each party and individual officers shall continue to enjoy such rights as they may have under relevant federal, state and local statutes, regulations and ordinances.

ARTICLE IV

SEVERABILITY

A. If any provisions of this agreement between the parties shall be held by operations of law, or by order of any court or administrative agency of competent and final jurisdiction, to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby, but shall be continued in full force and effect.

B. Any provision so found in Paragraph "A" above shall be open for renegotiation by either party by giving 30 days' written notice thereof to the other party.

ARTICLE V

CHECKOFF/AGENCY SHOP

A. It is understood and agreed between the Borough and the PBA that the Borough will deduct any back unpaid PBA dues and initiation fees owed the PBA (provided such indebtedness for dues or initiation fees was incurred during employment with the Borough) as well as current monthly dues and initiation fees, from the paycheck of all officers who have signed proper legal authorization for such deductions and who are covered by the agreement, on the last pay day of the month preceding the current month for which current union dues and initiation fees are due the union. The Borough further agrees to remit to the secretary treasurer of the union, immediately after the checkoff pay day, all union dues and initiation fees so deducted from the paychecks of officers covered by this agreement.

B. Each officer covered by this agreement who fails voluntarily to acquire or maintain membership in the union shall be required as a condition of employment, beginning on the 30th working day or six (6) weeks of employment, whichever is greater, to pay the union a service charge as a contribution toward the administration of this agreement and the representation of such officers. The service charges for services rendered by the union shall be an amount equal to 85 percent of the regular membership dues and initiation fees or the maximum allowed by law. The PBA represents to the Borough that it maintains a Demand and Return System as required by law. In addition, the PBA shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon office written representation submitted by the PBA to the Borough concerning representation fee and/or dues deduction.

ARTICLE VI
GRIEVANCE PROCEDURE

A. Purpose

The purpose of this article is to secure, at the lowest possible level, equitable solutions to the problems, which may arise affecting the terms of this contract or agreement. Nothing herein contained shall be constructed to limit the right of any officer having a grievance to discuss this matter informally with his superior officer, and have the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means a complaint by any officer that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of this agreement.

C. Presentation of a Grievance

The following constitutes the sole and exclusive method for resolving a grievance between the parties covered by this agreement. The PBA has the right to be present at all steps of the grievance procedure.

STEP 1:

(a) The aggrieved party shall institute action by presenting a signed and written statement of grievance delivered to the next superior in the chain of command within ten (10) calendar days of the event upon which the claim is based. Failure to act within said 10-day period of the normal workweek shall be deemed to constitute an abandonment of the grievance.

(b) The superior officer shall render a decision in writing within ten (10) calendar days of the normal workweek after receipt of the grievance.

STEP 2:

(a) If a satisfactory settlement has not been reached, the aggrieved shall file his written, signed complaint with the Chief of Police within seven (7) calendar days of the normal workweek following the determination at Step 1.

STEP 3:

(a) Should the aggrieved party disagree with the decision of the Chief of Police, then, in that event, the aggrieved party may, within seven (7) calendar days of the normal workweek of the decision, submit the grievance to the Borough Public Safety Committee. The grievance shall be in writing and signed as to the issues in dispute. Within seven (7) calendar days of the normal workweek after receipt of the grievance, the Borough Public Safety Committee shall render its decision.

(b) Failure to act within seven (7) calendar days shall constitute abandonment of the grievance.

STEP 4:

(a) If the grievance is unresolved at Step Three, then the union and only the union may appeal the matter to arbitration, no later than seven (7) calendar days after receipt of the Public Safety Committee's decision. The appeal shall be in writing to the Public Safety Committee and the procedure for selecting an arbitrator shall be as set forth in paragraph b, below.

(b) The parties will then attempt to select a mutually agreeable arbitrator, and if this cannot be accomplished within seven (7) calendar days of the normal work

week, then, in that event, a joint request will be made to the Public Employees Relations Commission, hereinafter referred to as PERC, to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The request to PERC must be made within seven (7) calendar days of the normal workweek after it has been determined that a mutually agreeable arbitrator cannot be selected.

(c) The parties agree that they will comply with the rules of PERC pertaining to the selection of arbitrators.

(d) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing nor subtract anything from the agreement between the parties or any policy of the borough. The arbitrator will submit findings of fact, which shall be binding upon the parties.

(e) If there are any costs of services of the arbitrator, costs shall be borne equally by the Borough and the PBA; except that a party incurring a late cancellation fee shall be responsible for full payment.

ARTICLE VII

INSPECTION OF PERSONNEL RECORDS

A. Each officer shall be entitled to inspect his/her personnel record upon written request to the Chief of Police. Said inspection shall take place between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays.

B. Each officer shall receive a copy of any written letters, awards, or commendations, or written complaints received by the Chief of Police or by the Borough of Berlin. This provision excludes internal memoranda and communications between the Chief of Police, Borough Administrator or Governing Body.

ARTICLE VIII

SCHEDULING

A. The work week schedule shall be made and assigned for the month, no later than the first of each month preceding the month to be scheduled.

B. No changes in scheduling are permitted without the prior notification to the PBA in writing at least seven (7) calendar days prior to the contemplated change.

C. No proposed changes in scheduling by PBA members shall be acceptable without seven (7) calendar days written notice to the Chief of Police and the concurrence of the Chief to the proposed changes, except for the use of personal days when an emergency requires that shorter notice be given by the officer.

D. Paragraphs B and C above shall not be applicable in times of emergency or significant problems with available manpower.

E. All officers will work forty-two hours a week comprised of seven shifts of 12 hours over a two-week period. Any work hours in excess of the regularly scheduled 84 hours in a two-week period will be paid at the overtime rate. Forty-two hours is the new base workweek and Kelly/Comp time will not be given to officers for the 2 added hours.

ARTICLE IX

LIABILITY AND FALSE ARREST INSURANCE

A. The Borough shall provide the covered officers with a liability and false arrest insurance policy, and shall provide the Association with a copy of said policy.

B. If an officer is arrested for alleged wrongdoing during the performance of his/her duties and subsequently found not guilty of the alleged wrongdoing, the Borough shall provide legal representation for the purpose of expunging said arrest record.

C. The Governing Body shall provide legal representation for any member charged with a civil or criminal complaint alleging wrongdoing while in the performance of his/her duties in a manner consistent with State Law.

ARTICLE X

LEAVE TIME FROM DUTY

A. In the event of the death of an officer's spouse, child or parent, said officer shall receive full pay for time lost from work from the day of death to the day after burial.

B. In the event of death of an officer's brother, sister, father-in-law, mother-in-law, or grandparent of the officer, said officer shall receive full pay for lost time from work from the day of death to the day of burial. Since there may be unusual cases in which the day of death and the day of burial may be more than the usual two (2) to five (5) days apart, these circumstances will be referred to the Chief of Police and the Director of Public Safety whose decision will be final regarding the number and timing of days off. Under no circumstances shall the number of paid days off for bereavement leave exceed eight (8) days per occurrence.

C. Any member of the PBA who holds an elective office in the Southern Camden County PBA Local #362 and who is required to attend state meetings or special functions within that organization, shall be permitted time off, with pay, of the scheduled shift to attend the meetings or functions.

ARTICLE XI

OVERTIME

A. Officers shall be paid overtime at a rate of one and one-half (1½) times their regular hourly rate for all hours worked in excess of regularly scheduled hours, including all instances where an officer is required to cover a shift for which he/she has not been previously scheduled.

If that overtime is required at the conclusion of a regularly scheduled shift, the minimum amount of overtime to be worked and paid shall be one (1) hour. For all time subsequent to the first hour, overtime shall be paid to the nearest one-half (1/2) hour increment of actual time worked. Further, overtime worked as described above shall not qualify as minimum call-in as described in item "B" below.

B. If an officer is scheduled off for the entire day, and then is called into work, he/she shall be compensated for a minimum of three (3) hours at a rate of time and one-half (1.5) pay. The Detective shall be compensated for a minimum of three (3) hours call out pay if he is called out during non-working hours. Rate of pay is time and one-half (1.5) pay. If a patrol officer is scheduled to work and is called in prior to the start of their shift, he/she shall be compensated hour for hour at a rate of time and one-half (1.5) pay.

C. Comp time can be substituted at time and one-half (1.5) in lieu of being paid overtime at the discretion of the officer excluding hours worked for police outside services.

D. The Chief of Police or his designee shall equitably distribute overtime assignments as follows: A seniority system shall be followed so that the overtime shall be offered to the officers on a seniority basis. Seniority will mean the years of service with the Borough of Berlin Police Department. A chart shall be maintained in the Police Department office, which will show which officer has received the overtime assignments and the date and time thereof. The chart shall be compiled so that the senior officer is at the top of the list and so on down the line. Assignments shall always be offered to the next senior officer who has not yet been given an overtime assignment. However, in the assignment of overtime, there shall be a preference for full-time preference for police officers over part-time police officers.

E. Officers not scheduled to work shall be paid for two (2) of four (4) departmental meetings per year at straight time.

F. Officers will also be required to perform 40 hours of mandatory Attorney General training and range time during non-working hours. Except as provided in the salary schedule, Officers will receive no additional compensation including overtime or compensatory time for such training/range time. During this training and/or range time, Officers are on duty and will be covered by all insurance coverage during this time just as if the training occurred during working hours.

ARTICLE XII

HOLIDAYS & PERSONAL DAYS

A. All officers covered under this contract shall be entitled to the following holidays:

New Year's Day	Martin Luther King Day	New Year's Eve (1/2 day)
President's Day	Good Friday	
Easter	Memorial Day	
Independence Day	Labor Day	
Columbus Day	Veteran's Day	
Thanksgiving Day	Day after Thanksgiving	
Christmas Eve	Christmas	

In addition to the holidays listed above, all officers shall be entitled to 48 personal hours per annum. No premium shall be paid for personal day hours. Unused personal hours will not be bought back by the Borough.

Compensation for holidays shall be as follows:

Payment for the holidays is included in an Officer's base pay and is paid in equal installments and paid during the regular payroll cycles of the Borough. Officers will be required to work a contractual holiday that falls on their regular shift and shall receive no extra compensation except as set forth above. Any officer who uses sick time on a holiday will lose 2

vacation days. All officers working five eight and one-half hour shifts will work 7 holidays annually. The officers working five eight and one-half hour shifts can determine amongst themselves which holidays they work at the discretion and approval of the Chief of Police.

ARTICLE XIII

VACATIONS

All full-time officers shall be granted vacation leave as follows:

- A. After the first-year anniversary, the officer shall receive 80 hours vacation.
- B. An officer after two (2) years of employment shall receive 120 hours vacation.
- C. An officer after five (5) years of employment shall receive 160 hours vacation.
- D. An officer after eight (8) years of employment shall receive 200 hours vacation. All officers hired on or after January 1, 2015 shall remain at 200 hours vacation until the commencement of 25 years of service.
- E. An officer after twelve (12) years of employment shall receive 240 hours.
- F. If an officer would like to work all or a portion of his/her vacation, he/she shall be permitted to do so provided he/she requests same in writing to the Chief of Police who shall have the sole discretion to permit the officer to work during all or part of his/her vacation; provided that an officer shall not be permitted to work more than ten (10) vacation days per year. The written request must be submitted to the Chief of Police no later than ten (10) days after the vacation schedule is posted.
- G. Specific requests for vacation must be submitted to the Chief of Police on the proper form, no later than April 30th of the vacation year.
- H. For the purposes of computing vacation time, the officer's anniversary date shall be used.

I. The Chief of Police or his designee shall determine any proposed changes in the schedule of vacations, and said determinations shall be based upon seniority.

J. Vacation pay will be computed on the base annual salary of each individual officer.

K. Vacation time for all officers shall be scheduled and taken within the year it is earned, with the exception of Paragraph "F" above.

L. Provided that two (2) weeks' notice of the scheduled vacation is given to the payroll clerk, the vacation pay shall be given to the officer in the pay period prior to his/her scheduled vacation.

ARTICLE XIV

MEAL ALLOWANCE - TRAVELING EXPENSES

A. If an officer covered by this contract is on special assignment, he/she may receive a meal allowance upon written request to the Chief of Police. Said meal allowance shall be granted in the discretion of the Chief of Police. Special assignment is defined as duty that is distinctive or unusual in regard to regular working conditions. Meal allowances are defined as \$10.00 for breakfast, \$12.00 for lunch, and \$15.00 for supper. If a meal allowance is granted, the officer shall receive an additional 15 percent of said allowance for tipping.

B. All officers covered by this contract traveling outside the Borough on official business, at the explicit direction of the Chief of Police, shall be paid for reasonable expenses incurred in such travel. The definition of reasonable expenses means, "reimbursement for meals computed at the rates set forth in Section A above and actual lodging expenses." The Borough shall endeavor to provide an automobile for such travel, but when an automobile is not provided, and the officer is required to use his/her own automobile, the officer shall be reimbursed according to the mileage rate set by the Internal Revenue Service. The mileage shall be computed based on

actual mileage from the Borough of Berlin to the destination, and back to the Borough of Berlin. In order to be reimbursed for any expenses, the officer must present proof of his/her actual expenditures.

ARTICLE XV

CLOTHING

- A. Each officer upon hire shall be provided with full issue of uniforms, including leather gear.
- B. The Borough shall replace uniforms and equipment as needed.
- C. Each officer shall receive one (1) pair of shoes annually.
- D. Each officer shall receive an annual uniform maintenance allowance of \$800 for maintenance and cleaning of uniforms. Payment shall be by check with appropriate taxes being withheld. A Detective shall be allotted the additional sum of \$830 each year, and said allotment shall be used to purchase clothing for use in the performance of detective duties. Payment shall be made by check with the appropriate taxes being withheld. All payments shall be made annually on December 1st.

ARTICLE XVI

COURT TIME

- A. If an officer is required to attend the courts described hereinafter, and said officer is not on duty at the time, then he/she shall be entitled to receive an allowance for each appearance. Payments are to be made in the first pay period following said court appearance. Any officer appearing in any federal, state, county, or municipal court, including hearings and grand jury, shall receive an allowance of \$200.00 for each appearance.

B. If any full time officer is used as a Municipal Court Bailiff, said officer will be paid \$ 200.00 for the first four hours, and then an additional straight time rate for each hour worked thereafter.

C. If an officer is on a paid leave of absence or in not working due to a job-related injury and is receiving workers' compensation benefits, he/she will not be paid for court appearances.

ARTICLE XVII

HEALTH BENEFITS & SICK LEAVE

A. The Borough shall provide officers, their spouses/civil PBA/domestic partners and their eligible dependents with the New Jersey State Health Benefits Plan, or a comparable health plan. Effective January 1, 2010, all bargaining unit members shall be enrolled in the Direct 15 Plan or an HMO plan at no cost to the employee, unless premium sharing is required by applicable law, or by contract (Tier 4, see below). If the employee elects to enroll in the Direct 10 Plan he/she shall be obligated to pay the difference between the Direct 10 or another plan that has a premium that is greater than Direct 15, he/she shall be obligated to pay the difference between the selected plan's premium and the Direct 15 premium.

B. All officers hired after the execution of the prior agreement covering 2015-2017, shall be entitled to single coverage and coverage for all eligible dependents. For a period of three (3) years after the date of hire, said employee must pay the full cost of any spousal/civil PBA/domestic partner coverage. After the three (3) year period, the spousal/civil PBA/domestic partner coverage shall be at no cost to the employee, unless premium sharing is required by applicable law or by contract (Tier 4, see below). The PBA specifically acknowledges that all employees covered hereunder are contractually obligated to continue contributing towards the

medical insurance premium at Tier four (4) level, contractually and in accordance with P.L. 2011, c. 78, for the duration of this Agreement.

C. If an officer receives workers' compensation for a work-related injury, the Borough shall pay the difference between such benefits from workers' compensation and the officer's regular rate of pay for a period of 12 months from the date of injury.

D. Sick Leave: Effective January 1, 2018, all officers shall receive 48 hours of sick time annually, in addition to whatever time they had banked as of December 31, 2017. Sick time shall accumulate from year-to-year. After 24 hours continued absence, a physician's certificate must be presented to the Chief of Police, at his discretion, on the next day that the officer reports for work.

E. All officers and the Borough shall contribute to the New Jersey State Temporary Disability Fund. Officers out of work due to a non-work-related injury or illness must apply for New Jersey State Temporary Disability Benefits after exhausting all sick time. Sick time may be extended through implementation of a sick bank set forth herein.

F. Irrespective of the above, all officers shall contribute to the cost of health benefits as mandated and preempted by P.L. 2011, c. 78. The level of contribution shall remain at the fourth-year level originally established by Ch. 78. (100% of the required contribution) during the term of this Agreement. All contributions shall be subject to Federal Section 125 Plan. Officers who retire during this agreement will continue to contribute towards their post-retirement health insurance premiums at the fourth-year level originally established by Ch. 78. (100% of the required contribution) during the term of this Agreement.

G. Employees who have health coverage through other sources (proof of other coverage required) may waive their health benefits offered through the Borough and in accordance

with State Law may receive not more than 25% of the amount saved by the Borough because of the waiver or \$5,000 per annum, whichever is less, payable on or about December 1st of each year on a prorated basis. Under State Law, multiple coverage's in the NJSHBP or the New Jersey School Employee's Health Benefit Program ("NJSEHBP") is prohibited. Payment to employees for waiving health benefits is only permitted if the other coverage is through a non NJSHBP/NJSEHBP plan. All other waiver provisions of Chapter 2, P.L. 2010 and/or P.L. 2011, c. 78 shall apply.

H. Notwithstanding any of the foregoing, any officer killed while on active duty shall receive full medical coverage to his/her spouse and dependents subject to the following limitations. The spouse shall be covered for health benefits until age 65 or until said spouse remarries. All dependents shall be covered until the age of twenty-six (26). The full cost of said benefits shall be paid by the State of New Jersey pursuant to N.J.S.A. 43:16A-10(6).

ARTICLE XVIII

SICK BANK

A. A Sick Leave Bank has been established to provide compensable leave coverage to bargaining unit members who are absent for an extended period due to catastrophic illness or injury. This Bank shall operate in accordance with the following rules and regulations:

1. A unit member is eligible to participate in the Sick Bank only if he/she has given written notice of his/her desire to donate a minimum of one (1) sick day during the initial enrollment period which shall commence upon the execution of this Contract and remain open for a period of thirty (30) days. A new employee may enroll within thirty (30) days of employment. Failure to enroll during the initial enrollment period shall preclude an officer from participating in the Sick Bank Program. Once enrolled, one (1) sick day annually shall be automatically donated,

unless an officer withdraws therefrom upon written notice to the payroll department. Any days previously donated by any officer shall remain in the Sick Bank. An officer that withdraws from the Sick Bank program, shall not be permitted to re-enroll.

2. Unit member contributions shall be voluntary.
3. The Sick Leave Bank shall be available only to those unit members who have:
 - a) Donated a minimum of one (1) sick day during the initial enrollment period and continues to donate one (1) sick annually;
 - b) Exhausted all of their earned and accumulated leave time (i.e. vacation, sick, personal);
 - c) Been absent a minimum of sixty (60) consecutive workdays;
4. A unit member who is eligible to utilize the Sick Bank must submit a written request to do so to the Mayor and/or Administrator. The request shall outline the nature of the problem and the reason(s) for the requested use of the Sick Bank and shall include medical verification of illness, injury, or disability. Verification of continued disability will be required at reasonable intervals. The Borough Council reserves the right to have the unit member examined by medical personal of its choice.
5. A unit member's use of the Sick Bank shall be subject to the approval of the Borough Council.
6. A unit member shall be limited to no more than one hundred fifty (150) Sick Bank days in a three (3) year period.
7. Sick Leave Bank days cannot be extended automatically from one (1) work year to another. However, if any unit member using the Sick Leave Bank at the end of the work year is still unable to return to work at the beginning of the next work year, that member must first (1st)

use all of his/her new entitlements (sick days, personal days, vacation days, etc.) for that new year before he/she is approved to continue Sick Leave bank use. The minimum and maximum numbers of days' limits still apply.

ARTICLE XIX

SALARIES

All full-time officers of the Berlin Borough Police Department shall be paid the annual salaries listed in the attached Addendum A, annexed hereto.

ARTICLE XX

EDUCATIONAL REIMBURSEMENT

The Borough will pay 50 percent of college tuition from an accredited college institution, as recognized by the U.S. Secretary of Education, for all courses taken toward a degree related to law enforcement.

The reimbursement will be limited to two (2) courses a semester and must be paid exclusively by the employee and not a collateral source in order to qualify for the 50 percent reimbursement. In any given year, the amount of college tuition shall not exceed \$1,500. In order to qualify for reimbursement hereunder, the employee must obtain at least grade of "C" higher.

ARTICLE XXI

RETIREMENT

A. Officers retiring on either regular or disability pension shall be paid for unused holiday and vacation days. An officer shall be eligible to receive payment for 50% of his accumulated sick time upon retirement to a maximum payment of \$15,000. The amount is to be determined by the base annual compensation for the last year of the officer's employment prior to the effective date of his/her retirement. If eligible, the payment shall be made within thirty (30)

days of his/her official retirement date.

B. Officers retiring under this agreement will not be permitted to use any sick time during the six-month period immediately preceding their retirement without a written statement from an independent physician documenting why they were not fit to work.

C. Officers intending to retire on either age and service or disability pension shall, accordingly notify the Director of Public Safety or his designee 180 days prior to the date at which said retirement is to become effective.

D. The Borough shall pay the premium cost for all medical insurance, including prescription and other benefits, for all retiring employees as well as all spouses/civil PBA/domestic partners and their dependents; except that a retiree cannot change the classification of coverage (i.e. single, family, employee plus 1, parent-child) that he/she has on the day immediately preceding retirement, unless said officer is moving to a reduced level of coverage. These benefits shall apply to officers, who have retired on a disability pension or who have retired after 25 years or more of service credit in a state or locally administered retirement system and a period of service of at least 25 years with the Borough at the time of retirement. For all retired officers and their spouses/civil union/domestic partners who are eligible for Medicare, Medicare will become the primary insurer for the Officer when he is eligible and his spouse/civil union/domestic partner when they are eligible. In addition, the Borough shall be obligated to provide the retiree a supplemental health care benefits through AARP - United Health Care, Plan F, as attached -- Addendum "B", or equal. In addition, the retiree shall be entitled to be reimbursed Medicare Part B by the Borough in retirement. Contributions towards health care at retirement shall be governed by the provisions of Chapter 2, P.L. 2010 and/or P.L. 2011, c. 78. All officers retiring under this

agreement will contribute at the fourth-year level originally established by Ch. 78. (100% of the required contribution).

ARTICLE XXII

DEATH BENEFITS

If an officer is killed in the line of duty, the Borough shall pay within two weeks of said officer's death, the surviving spouse or their designated beneficiary the pro-rated balance of salary, vacation days hours (not to exceed ten (10) vacation days 80 vacation hours), and unused holidays. The Borough will pay all reasonable funeral expenses for an officer killed in the line of duty.

ARTICLE XXIII

PHYSICAL FITNESS

A. In order to encourage and reward members of the unit who choose to stay fit, healthy, and presentable to the public, the Borough shall offer the following incentive to members of the unit who complete the following physical fitness test:

1. Run a mile in less than 8 minutes and 30 seconds or ride a bicycle 2 miles in less than 8 minutes and 30 seconds,
2. Perform 35 push-ups in less than 2 minutes.
3. Perform 30 sit-ups in less than 2 minutes.

B. The physical fitness test shall be given annually in the month of September. The Chief of Police must conspicuously post the date, time, and location of the physical fitness test no less than two (2) weeks prior to the posted date. A representative of Council, or their appointed designee, must be present during all tests and the Chief of Police or his designee shall administer the test

C. Any member of the unit completing the physical fitness test shall receive an incentive pay of \$300.00. Such payment shall be made by the Borough in due course upon presentation of a voucher by the member of the unit during the first week of December of each year.

ARTICLE XXIV

OFFICER RIGHTS

A. A separate personnel history file shall be established and maintained for each employee covered by this Agreement that shall be confidential and shall be maintained at Police Headquarters by the Chief of Police. All personnel history files will be carefully maintained and permanently safeguarded, and nothing placed in any file shall be removed from the file without notification to the employee and except as provided herein or by operation of the law.

B. Any employee may, by appointment, review his personnel file, but the appointment for review must be made through the Chief of Police or his designated representative.

C. Whenever a written complaint concerning an employee covered by this Agreement or his actions is to be placed in the employee's personnel file, a copy shall be provided to the employee, who shall be given the opportunity for rebuttal if he so desires, and the employee shall be permitted to place said rebuttal in the personnel file. If an employee is exonerated by a finding that the complaint is determined to be unfounded or not sustained, the complaint shall be expunged from the personnel file.

ARTICLE XXV

DETECTIVE RIGHTS

Detectives shall be required to respond within 1-hour to the Borough when on call and shall be fit and ready for duty at all times when on call. Detectives will receive an annual stipend of

\$2,500.00 in the first pay in December provided they were a detective for 6 months during that calendar year.

ARTICLE XXV

K-9 PATROLMAN RIGHTS

In accordance with the Fair Labor Standards Act and case law K-9 handlers will be properly compensated by receiving an annual stipend of \$2,500.00 in lieu of being provided 2 hours per shift for K-9 care and maintenance. This will be paid in the first pay in December provided that the officer served as the K-9 officer for at least 6 full months during the calendar year.

The terms and conditions contained herein are hereby agreed to and accepted.

ATTEST:

Luis J. Salinas MMC

Dated: 9/14/17

BOROUGH OF BERLIN

[Signature]

ATTEST:

Luis J. Salinas MMC

Dated:
9/14/17

**SOUTHERN CAMDEN COUNTY
PBA LOCAL #362**

[Signature]

SIDE BAR AGREEMENT ONE

IT IS HEREBY STIPULATED AND AGREED by and between the Borough of Berlin ("Borough") and PBA Local 362 ("PBA"), as follows:

1. All officers who live within 10 miles of the borders of Berlin Borough with the approval of the chief of police shall be allowed to commute to and from their home with their assigned police vehicle and to maintain that vehicles at their place of residence while off-duty. All vehicle assignments shall be at the discretion of the Chief of Police and can be assigned, changed, or revoked at any time for any reason;

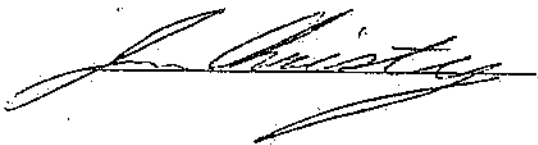
2. The purpose of such vehicle use and allowance is to promote crime prevention by establishing a police presence in the neighborhood in which an officer lives and to allow officers to respond in a timely manner if recalled to duty.

3. If the per gallon cost of fuel as charged to the Borough exceeds \$3.00 those officers who reside outside of the boundaries of the Borough may no longer maintain such vehicle at their residence until the stabilization of said fuel costs.

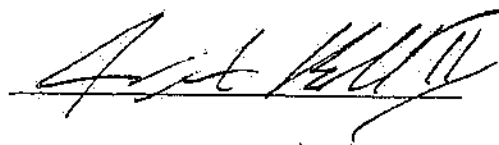
4. Except as so agreed to herein the terms of the current Collective Negotiations Agreement and all past practices between the Borough and PBA remain status quo.

5. In consideration for the foregoing, the PBA withdraws its grievance regarding the removal of vehicles, with prejudice.

FOR THE PBA



FOR THE BOROUGH



Addendum A

	2017	^ 2018	2019	2020	2021
1	\$45,794.31	\$52,678.75	\$52,678.75	\$52,678.75	\$52,678.75
2	\$48,354.21	\$55,378.93	\$55,378.93	\$55,378.93	\$55,378.93
3	\$51,057.21	\$58,230.05	\$58,230.05	\$58,230.05	\$58,230.05
4	\$53,839.83	\$61,165.15	\$61,165.15	\$61,165.15	\$61,165.15
5	\$56,774.10	\$64,260.21	\$64,260.21	\$64,260.21	\$64,260.21
6	\$62,474.22	\$70,272.69	\$70,272.69	\$70,272.69	\$70,272.69
7	\$68,746.63	\$76,888.81	\$76,888.81	\$76,888.81	\$76,888.81
8	\$71,510.25	\$79,803.87	\$79,803.87	\$79,803.87	\$79,803.87
9	\$74,384.96	\$82,836.11	\$82,836.11	\$82,836.11	\$82,836.11
10	\$77,181.83	\$85,786.25	\$85,786.25	\$85,786.25	\$85,786.25
11	\$80,083.87	\$88,847.31	\$88,847.31	\$88,847.31	\$88,847.31
12	\$82,886.81	\$91,803.85	\$91,803.85	\$91,803.85	\$91,803.85
13	\$85,787.84	\$94,863.85	\$94,863.85	\$94,863.85	\$94,863.85
14	\$89,430.99	\$98,706.64	\$98,706.64	\$98,706.64	\$98,706.64
*14a	\$89,430.99	\$98,706.64	\$99,693.70	\$100,690.64	\$101,697.55
Sgt.	\$94,951.70	\$104,529.87	\$105,575.17	\$106,630.92	\$107,697.23
Lt.	\$102,697.16	\$112,699.77	\$113,826.76	\$114,965.03	\$116,114.68

^ - 2018 base salaries include a 1.5% increase from 2017 base salaries and additional increases for holiday pay. Additional increases were also implemented in 2018 in exchange for officers agreeing to work more hours, as such, officers base weekly work hours have increased from 40 in 2017 to 42 in 2018 and going forward. These changes were made to increase working-manpower.

* - 14a - Maxed out patrolman receive the 1% annual increase after reaching \$98,706.64 (for example: a maxed-out patrolman with 3 years at level 14a will make \$101,697.55 base salary in 2021, a maxed-out patrolman in his first year at 14a will make \$99,693.70 in 2021 equalling \$98,706.64 X 1.01). Step movement occurs on an officer's anniversary date of hire, except movement to 14a occurs on January 1st after an officer has served minimum of one full year at step 14.