

AGREEMENT

AGREEMENT made and entered into this 26th day of April, 1999 by and between the Borough of Barrington, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Borough" and the full-time members of the Barrington Police Department, hereinafter referred to as the "Association" and represents the complete and final understanding on all bargainable issues between the Borough and the Association.

WHEREAS, the Borough of Barrington is required by law to negotiate with its employees as to terms and conditions of employment and grievances; and to the parties hereto, through negotiations and good faith, have reached agreement on all such matters and such agreement is hereby reduced to writing as required by law; and

WHEREAS, it is the desire of the parties hereto to alter, amend and modify the present agreement in accordance with the accords reached during current discussions and negotiations between them.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Borough and the Association agree as follows :

ARTICLE I : DURATION OF AGREEMENT

This agreement shall be in full force and effect from January 1, 1999 to and including December 31, 2001 .

Revised 1999-2001 Contract

ARTICLE II : RECOGNITION

A. The Borough recognizes the Policemen's Benevolent Association Local 328 as the exclusive "representative" as defined by Chapter 303, P.L. 1968, for all policemen under contract, and also including supervisory and executive personnel but excluding Chief of Police and Director of Public Safety.

(1) The term "POLICEMEN" when used in this agreement shall refer to all full-time employees represented by the name of the employee organization in the bargaining or negotiating unit as above defined.

(2) The term "BOROUGH" as used in this agreement, when appropriate, shall include its officers and agents.

B. The Borough agrees not to negotiate with any organization other than that designated as the representative pursuant to the "New Jersey Employer-Employee Act" for the duration of this agreement.

C. If a full-time member of the Barrington Police Department does not become a member of P.B.A. Local 328 during the period covered by this agreement, the employee shall be required to pay P.B.A. Local 328, a fee in the amount of 85% of the regular membership dues, initiation fees and assessments. The Borough will deduct from the gross earnings of all non-member employees covered by this agreement a sum equal to 85% of the regular membership dues, initiation fees and assessments of P.B.A. Local 328 and will pay this sum to the treasurer of P.B.A. Local 328 as prescribed in NJSA 34:13A-5.5 and 5.6. Prior to the beginning of each membership year, P.B.A. Local 328 shall notify the Borough, in writing of the amount of the regular membership dues, initiation fees and assessments charged to its own members for that membership year.

ARTICLE III : BOROUGH COUNCIL'S RIGHT AND RESPONSIBILITIES

- A. The Borough Council, on its own behalf and on behalf of the citizens of Barrington, hereby retain and reserve unto itself, except as specifically limited by this agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough Council, the adoption of policies, rules, regulations and practices in furtherance therefore and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformity with the Constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict either party to the agreement in the exercise of its rights, responsibilities, duties and authority under New Jersey Law, or any other national, state or county laws or regulations as they pertain to the operation of the Borough.
- D. The Borough agrees that all benefits, terms and conditions of employment relating to the status of members of the Barrington Police Department not covered by this agreement shall be maintained at not less than the highest standards in effect at the time of the commencement of collective negotiations leading to the execution of this agreement.

ARTICLE IV : ASSOCIATION RIGHTS

- A. Representatives of the Association and of the New Jersey Policemen's Benevolent Association shall be permitted to transact official Association business on Borough property , provided that this shall not interfere with or interrupt normal Borough operations.
- B. The Association and its representatives may be permitted to use Borough buildings for meetings. (Meetings shall be cleared with the Mayor's office so as not to interfere with other scheduled activities). The Association shall be responsible for payment of extra maintenance and service costs in accordance with Borough policy.
- C. The Association shall have the use of a bulletin board in the policemen's lounge. Should the Administration object to any posted material , the Association agrees , after being informed , that it shall be removed.

ARTICLE V:POLICEMEN'S RIGHTS

- A. Pursuant to Chapter 303 , Public Laws 1968 , the Borough hereby agrees that employees of the Borough shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of New Jersey , the Borough undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any policeman in the enjoyment of any rights conferred by Chapter 303, Public Laws 1068, or other laws of New Jersey or the Constitutions of New Jersey and the United States ; that it will not discriminate against any policeman with respect to hours, wages or ant terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Borough or his institution of any grievance, complaint or other proceeding under this agreement with respect to any terms or conditions of employment.
- B. No policeman shall be prevented from wearing pins or other inconspicuous identification of membership in the Association or its affiliates.
- C. The Borough and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, or political affiliation.
- D. The Borough and the Association agree that all employees covered under this agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

Revised 1999-2001 Contract

ARTICLE VI : GRIEVANCE

- A. Purpose - It is the policy of the Borough and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. Informal settlements at any step shall not bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.
- B. Definitions
- (1) The term "grievance" means a complaint or claim that there has been a improper application, interpretation or violation of this agreement, any Borough policy governing the Association or any administrative decision affecting any member or members of this Association.
 - (2) A policeman is any full-time person in the unit covered by this agreement.
 - (3) An aggrieved party is the policeman or group of policemen who submit a grievance or on whose behalf it is submitted.
- C. Submission of Grievances
- (1) Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
 - (2) Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of the agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and , if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
 - (3) A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based.
 - (4) A policeman or group of policemen may submit grievances which affect them personally and shall submit such grievances to the Chief of Police.
- D. Grievance Procedure
- (1) The Chief of Police shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Chief of Police or if no response is received within one week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Mayor and Council.

The Mayor and Council or its designated Council members shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of its position with respect to it no later than two weeks after it is received by them.

E. Rights of Employees

- (1) Employee and Association - Any aggrieved person may be represented at all formal steps of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.
- (2) If the employee is dissatisfied with the decision of the Mayor and Council, the employee or the Association may request the appointment of an arbitrator; such request to be made known to the Chief of Police no later than 45 days after the decision in writing of the Mayor and Council was made known to the employee or his representative.

F. Procedure

- (1) The following procedure will be used to secure the services of an arbitrator:
 - (a) 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.
 - (b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request PERC to submit a second roster of names.
 - (c) If the parties are unable to determine within ten (10) working days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.
 - (d) The arbitrator shall limit himself to the issue submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Borough. The recommendations of the arbitrator will be binding on both parties. Only the representative shall be given copies of the arbitrator's report of findings and recommendations.
- (2) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved policeman to proceed to the next step.
- (3) Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

- (4) It is understood that policemen shall, during and notwithstanding the pendency of any grievance , continue to observe all assignments and applicable rules and regulations of the department until such grievance and any effect thereof shall have been fully determined.

ARTICLE VII: SPECIAL LEAVES OF ABSENCE

A. MILITARY LEAVE

- (1) Any employee of the Borough who is a member of the organized reserve of the Army of the United States, Naval Reserve, United States Air Force or United States Marine Corps. Reserve or other organizations affiliated therewith is entitled to leave of absence from his respective duty without loss of pay or time on all days on which he is engaged in field training. A full pay shall be paid.
- (2) National Guard - All full-time employees of the Police Department who are members of the organized military are entitled to leave of absence from their respective duties, without loss of pay or time, on all days during which they are engaged in active duty, active duty for training, or other duty ordered by the Governor; provided, however, that such leaves of absence do not exceed ninety (90) days in aggregate in any one year.
 - (a) Only "differential" pay (i.e., the difference between full pay and that received from the military training) will be paid.
- (3) Vacation Leave - The above leaves will be in addition to regular allowed vacation leave.

B. LEAVES FOR PERSONAL HEALTH

- (1) Upon the recommendation of the Chief of Police, the Mayor and Council may permit employees to take leaves not in excess of one year, without pay, for restoration of health, provided all sick leave and compensatory time has been first exhausted as provided herein.
- (2) A doctor's certificate may be required prior to the granting of such leave.

ARTICLE VIII: BEREAVEMENT BENEFITS

- A. In addition to personal days, the following bereavement benefits shall be available:
- (1) In case of death in an employee's immediate family, payment for absence will be approved. Ordinarily, such approval will not exceed three days but may, under special circumstances, be extended to cover up to five (5) days. "Immediate family" shall be understood to mean the employee's parents (or a relative who has taken the place of a parent), husband, wife, children, brothers, sisters, or a relative or an in-law who lives in the same household with the employee or the parents of the employee's wife.
 - (2) In the case of death of a relative not in the immediate family nor residing in the same household with the employee or in the case of death of an in-law not residing in the same household with the employee, an employee may be excused with pay for all or part of a scheduled working day in order to attend the funeral. In determining the treatment to be accorded, consideration will be given to the relationship between the employee and the deceased, the time and place of the funeral and the employee's hours of duty. Ordinarily, the maximum time excused should not exceed one day.

ARTICLE IX : LONGEVITY

- A. Longevity rates previously established for full-time members hired prior to January 1, 1999 as : Upon reaching five years of service, three percent (3%) of the current year's base salary shall be given in addition to the current year's salary, and, upon reaching ten years of service, six percent (6%) of the current year's salary shall be given in addition to the year's salary. Upon reaching fifteen years of service, eight percent (8%) of the current year's salary shall be given in addition to the year's salary. This process shall be a continuous action with longevity payments given every year from the fifth year of service until retirement, and calculated on each year's base salary.
- B. For all employees hired on or after January 1, 1999 longevity rates will be as follows, upon reaching seven years of service, three percent (3%) of the current year's base salary shall be given in addition to the current year's salary, and, upon reaching twelve years of service, six percent (6%) of the current year's salary shall be given in addition to the current year's salary. Upon reaching seventeen years of service, eight percent (8%) of the current years salary shall be given in addition to the current year's salary. This process shall be a continuous action with longevity payments given every year from the seventh year of service until retirement, and calculated on each year's base salary.

ARTICLE X : INCREMENTS BETWEEN RANKS

Increments between ranks shall be as follows:

- A. Between the rank of Captain and Lieutenant - no less than ONE-THOUSAND SEVEN HUNDRED EIGHTY FOUR DOLLARS (\$1784)
- B. Between the rank of Lieutenant and Sergeant - no less than ONE THOUSAND SEVEN HUNDRED EIGHTY FOUR DOLLARS (\$1784)
- C. Between the rank of Sergeant and Patrolman - no less than ONE THOUSAND SEVEN HUNDRED EIGHTY FOUR DOLLARS (\$1784)

ARTICLE XI : PAY INCREASES

- A. For 1999, the Borough shall increase the base salaries of all full-time members of the Association over their December 31, 1998 base salaries by an amount of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1500) , effective January 1, 1999.
- B. For 2000, the Borough shall increase the said base salaries over the December 31, 1999 base salaries by an amount of ONE THOUSAND SIX HUNDRED DOLLARS (\$1600) , effective January 1, 2000
- C. For 2001, the Borough shall increase the said base salaries over the December 31, 2000 base salaries by an amount of ONE THOUSAND SEVEN HUNDRED DOLLARS (\$1700) effective January 1, 2001
- D. The Borough agrees that inasmuch as it has entered into a three (3) year or multi-year contract with the Association, the agreed upon salary for the contractual years shall be paid retroactively to January 1 of the first year of this agreement upon adoption of the Borough budget in accordance with NJSA 40A:4-1 et seq (Local Budget Law), and on January 1 of each following contract year of this agreement.
- E. It is agreed for the duration of this agreement that employees hired before January 1, 1999 , the salary for newly hired patrolman shall be TWENTY-NINE THOUSAND DOLLARS (\$29,000). It is further agreed that on the anniversary of employment for each of the following three (3) years, the base salary of such patrolman shall be increased in three (3) equal increments equivalent to the difference between their base salary of TWENTY - NINE THOUSAND DOLLARS (\$29,000) and the base salary for a patrolman after three (3) years in the year of hire divided by three (3).
It is further agreed that in addition to the three (3) equal increments the patrolman will receive on the anniversary date of hire, he will also receive the annual salary increase for a full time member of this Association as provided for in this agreement
- F. It is agreed for the duration of this agreement that employees hired on or after January 1, 1999, the salary for a newly hired patrolman will be TWENTY-FIVE THOUSAND DOLLARS (\$25,000) from the hire date until graduation from the police academy. Upon graduation from the police academy the salary shall be increased to TWENTY-NINE THOUSAND DOLLARS (\$29,000).

It is further agreed that on the anniversary of employment for each of the following five(5) years, the base salary of such patrolman shall be increased in five (5) equal increments equivalent to the difference between their base salary of TWENTY-NINE THOUSAND DOLLARS (\$29,000) and the base salary for a patrolman after five (5) years in the year of hire divided by five (5).

It is further agreed that in addition to the five (5) equal increments the patrolman will receive on the anniversary date of hire, he will also receive the annual salary increase for a full-time member of this Association as provided for in Article XI, page 13 of this agreement.

ARTICLE XII : OVERTIME

- A. The Borough agrees to pay overtime at the rate of 1.5 times the hourly rate. The aforesaid rate shall be paid to any employee who has worked a tour of duty on his regular time off.
- B. Compensatory Time - Compensatory time shall be any time over a normal eight hour tour of duty or court time, etc. Except as otherwise provided herein, this time can be accrued for use against early retirement or use as extra vacation time. (No more than 10 days can be utilized for vacation in any one calander year and no more than 10 days can be accrued for use against early retirement).
- C. If compensatory time is not used during the calander year earned, the employee shall be paid 1.5 times at the rate it was earned.
- D. Any time worked over the normal eight hour tour of duty shall be paid at 1.5 times the hourly rate or the employee may accept compensatory time in lieu of the 1.5 times hourly rate, if he desires, however an employee may not elect more than 10 days of compensatory time in a calander year.

ARTICLE XIII : SHIFT DIFFERENTIAL

- A. Three percent (3%) of the hourly rate for the Third shift. Five percent (5%) of the hourly rate for the First shift, except sick days, personal holidays and vacation days.
- B. If an officer's shift is changed for the convenience of the Borough, and in the process is moved from a higher paying shift to a lower paying shift or to Second shift, (daywork), he will receive the shift differential rate for the shift he would have normally worked.

ARTICLE XIV : ANNUAL VACATION SCHEDULE WITH PAY

- A. All full-time members of the Association shall be entitled to a paid vacation each twelve months during the term of this agreement. Vacation time shall be computed in accordance with the following requirements:
- (1) From the date of hire up to the fifth (5th) year of service, ten (10) working days per year.
 - (2) From the beginning of the fifth (5th) year of service, fifteen (15) working days per year.
 - (3) From the beginning of the tenth (10th) year of service, twenty (20) working days
 - (4) At the beginning of the fifteenth (15th) year of service, twenty-five (25) working days per year.
 - (5) At the beginning of the twenty-first (21st) year of service, a total of twenty-six (26) working days per year.
 - (6) At the beginning of the twenty-second (22nd) year of service, a total of twenty-seven (27) working days per year.
 - (7) At the beginning of the twenty-third (23rd) year of service, a total of twenty-eight (28) working days per year.
 - (8) At the beginning of the twenty-fourth (24th) year of service, a total of twenty-nine (29) working days per year.
 - (9) At the beginning of the twenty-fifth (25th) year of service, a total of thirty (30) working days per year and said thirty (30) working days per year shall remain in effect onward until retirement.
 - (10) Upon retirement or termination of employment, the vacation leave due for the last year of employment can be returned at the employee's pay rate.
- B. All vacation time must be utilized on or before December 31st of each year or it shall be forfeited; however, in situations of emergency, exceptions may be made with the approval of Mayor and Council.
- C. All full-time members of this Association hired on or after January 1, 1999 shall be entitled to a paid vacation each twelve months during the term of this agreement. Vacation time shall be computed in accordance with the following requirements:
- (1) From date of hire up to the seventh (7th) year of service, ten (10) working days per year.

- (2) From the beginning of the seventh (7th) year of service, fifteen (15) working days per year.
 - (3) From the beginning of the twelfth (12th) year of service, twenty working days per year.
 - (4) At the beginning of the seventeenth (17th) year of service, twenty-five (25) working days per year.
 - (5) At the beginning of the twenty-third (23rd) year of service, a total of twenty-six (26) working days per year.
 - (6) At the beginning of the twenty-fourth (24th) year of service, a total of twenty-seven (27) working days per year.
 - (7) At the beginning of the twenty-fifth (25th) year of service, a total of twenty-eight (28) working days per year.
 - (8) At the beginning of the twenty-sixth (26th) year of service, a total of twenty-nine (29) working days per year.
 - (9) At the beginning of the twenty-seventh (27th) year of service, a total of thirty (30) working days per year shall remain in effect onward until retirement.
 - (10) Upon retirement or termination of employment, the vacation leave due for the last year of employment can be returned at the employee's pay rate.
- D. All vacation time must be utilized on or before December 31st of each year or it shall be forfeited; however, in situations of emergency , exceptions may be made with the approval of Mayor and Council.

ARTICLE XV : HOLIDAYS

- A. The Borough agrees that for contract year 1992 and thereafter, all full-time members of the Association shall be entitled to eleven (11) holidays which shall be as follows :

NEW YEAR'S DAY
MARTIN LUTHER KING, JR. DAY
LINCOLN'S BIRTHDAY
WASHINGTON'S BIRTHDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
GENERAL ELECTION DAY
VETERAN'S DAY
THANKSGIVING DAY
CHRISTMAS DAY

- B. In addition to the aforementioned holidays, all full-time members of the Association shall be entitled to five (5) personal days which shall be taken at the discretion of each member of the Association.
- C. If an officer is scheduled to work a tour of duty for a holiday and works on that day he shall be paid 1.5 times his regular rate of pay.
- D. All full-time members of the Association who work a rotating shift schedule shall be allowed twelve (12) eight hour days (96 hours) per year. The officer shall use one (1) eight hour day per month with approval of the Chief of Police. These days cannot be accrued nor can they be sold back for pay.
- If the work schedule changes to a 12 hour shift schedule, the employee shall continue to be given one (1) eight hour day per month, so long as the work schedule provides, at a minimum, the same number of work hours as the 1998 schedule for eight hour shifts in a 28 day period.



ARTICLE XVI : HEALTH BENEFITS

- A. The Borough shall continue to pay for Blue Cross and Blue Shield or comparable coverage or, at the employee's option, for a Health Maintenance Organization plan, for all retired members of the Barrington Police Force and for members of their immediate family, subject to the following provisions :
- (1) If the retired member of the force dies, the Borough shall continue to pay for the Blue Cross and Blue Shield coverage of his spouse so long as she does not remarry, and for his minor children up to eighteen years of age or age designated in program. The surviving spouse of a full-time member who retires on or after January 1, 1999, shall also be allowed to obtain the prescription plan coverage so long as the surviving spouse pays the monthly premium and the two percent (2%) handling fee for the prescription plan.
 - (2) If the retired member of the force obtains gainful employment after he retires from the Barrington Police Force and if his new employer offers to pay all or part of his Blue Cross and Blue Shield insurance coverage, then the Borough shall pay for said retired member's insurance coverage or shall pay only that portion which the subsequent employer does not pay.
 - (3) If the retired member of the force and his spouse are legally divorced, then the Borough shall not pay for the Blue Cross and Blue Shield insurance coverage of said spouse, however, the coverage shall continue for the retired member's children up to eighteen years of age.
 - (4) In all cases, the Borough shall pay for Blue Cross and Blue Shield coverage of a retired member's children only until such children reach age eighteen (18) years.
- B. The Borough agrees that effective the first day of the month following the signing of this agreement, to provide the full-time members of the Association and their immediate families, a prescription plan with a \$3.00 co-pay for generic brand drugs and a \$5.00 co-pay for name brand drugs.
- C. For the duration of this agreement, the Borough agrees to pay up to FIVE_HUNDRED FIFTY DOLLARS (\$550) for optical needs for each member of the Association and his immediate family upon presentation of written verification of optical needs.
- (1) The Borough agrees that beginning the third year of this agreement, January 1, 1995, the retired member and their spouse will receive the optical benefit of TWO HUNDRED DOLLARS (\$200) for that year and thereafter the same benefit as the Association member receives.

- D. The Borough shall provide to members of the Association and their immediate families, Blue Cross Plan 280, Rider "J", Blue Shield PACE program and major medical coverage with a \$100 deductible and 100 % coverage thereafter or , at the employee's option, an HMO plan.
- E. Commencing October 1, 1989, The Borough shall provide a dental plan to all employees and their families at a level of benefit equal to or greater than the plan known as the Bolinger Plan II as promulgated by the Bolinger Company and in effect by that company December 31, 1987.
- F. The Borough agrees to provide the retired member only, not his spouse or children, a dental plan equivalent to that provided to the member of the Association in Section "E" above.

Full-time members who retire on or after January 1, 1999, may include their spouse and/or eligible dependents in the dental plan provided the retired member pays the monthly premium, plus two-percent (2%) for the coverage .

ARTICLE XVII : UNIFORM CLEANING

The Borough agrees to enter into a yearly contract with a cleaning establishment, and to pay for all cleaning and repairing of police uniforms. The cleaning establishment is to be within a three mile radius of Barrington.

ARTICLE XVIII : COURT TIME

- A. The Borough agrees that the sum of TWENTY DOLLARS (\$20) shall be paid to any full time police officer who, on his off-duty time, is subpoenaed to testify in County Courts, Federal Courts, or Motor Vehicle Court in Trenton. The Borough also agrees that in addition to said \$20, the officer will be given a compensation day. It is further agreed that if the officers subpoenaed while in uniform and on duty, the said officer shall be paid for parking of police vehicle and for lunch at the rate of \$3.50 per day.
- B. Any employee who is subpoenaed on his off duty time to appear in municipal court shall be granted four (4) hours of compensatory time for each appearance. The compensatory time is to be taken within 90 days of its accrual, notwithstanding the provisions for compensatory time set forth in Article XII, section B.

ARTICLE XIX : OTHER BENEFITS

- A. If a policeman is charged with a violation of the law as a result of acts committed by him in the course of performing his duties, the Borough shall , with the advice of the Borough Solicitor, select an attorney to provide legal services to defend him, which attorney shall be reasonably satisfactory to both parties. The legal fees and costs of any expungement shall be paid by the Borough up to an amount of \$500.00 for each occurrence. If the cost exceeds \$500.00 the difference to be paid by the Borough with approval of Mayor and Council.
- B. Influenza inoculations shall be provided by the Borough to be given by the Borough physician to all employees and their spouses who wish to take advantage of this opportunity.
- C. Any policeman who attends school for the purpose of obtaining police education or any degree in police science or administration, and maintains a "C" average or better shall be reimbursed for the cost of his books and tuition upon completion of each semester. The Mayor and Council shall exercise the right to approve any policeman's application to attend school. Any policeman who attends school may be reassigned a duty tour which will enable him to attend classes regularly without interruption only if it does not affect the efficient operation of the department and with approval of the Chief of Police.
- D. Any policeman attending a police academy or any other police training agency recognized by the New Jersey Police Training Commission shall be compensated straight time pay to complete that course.
- E. The rate of TWENTY CENTS (\$.20) per mile will be paid for personal car use concerning job related business, including schools, seminars, or transportation to be authorized by the Director of Public Safety and subject to approval of Council.
- F. College credits shall be paid at the rate of, \$350.00 for an Associates Degree, \$500.00 for a Bachelors Degree, and \$600.00 for a Masters Degree. This shall be a continuous action with payments made before the end of the month of January of each year. This paragraph shall apply to any full-time officer of the Barrington Police Department hired on or before January 1, 1981.

- G. Any full-time officer of the Barrington Police Department employed after January 1, 1981 shall be paid at a rate as listed in Section "F" of this article after completing one full year of service and acquiring an Associate or Bachelor's degree. This shall be a continuous action with payments made before the end of January of each year.
- H. Any Association member who attends seminars, training sessions, or any special schooling required by the Chief of Police or Police Training Commission or any constituted authority, that is, County Prosecutor, Attorney General or New Jersey State Police, shall be compensated at the rate of TEN DOLLARS (\$10.00) per day for meals.
- I. SENIOR PATROLMAN - HIGHER LEVEL PAY : In the absence of a shift supervisor, the senior Patrolman will be granted the same salary as the shift supervisor, beginning the first day of the absence. For the purpose of this article, absence shall be defined as (a) earned vacation, (b) holidays and personal days in accordance with this agreement, (c) sick leave, (d) training days.
- J. PROMOTIONS, Compensation during probationary period.
Any officer being promoted to the rank of Sergeant, Lieutenant, Captain, or Chief, shall receive the level of pay for that rank from the first day of serving in that position, provided it is not designated an acting position.

ARTICLE XX : NO STRIKE CLAUSE

- A. No lockout of employees shall be instituted by the Borough during the terms of the Agreement.
- B. The Association agrees that during the term of this agreement neither it nor its officers, employees, or members shall engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slow downs, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of or interference with the normal work of the Borough and the operation of the Police Department. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibitive activities may be disciplined by the Borough.

ARTICLE XXI : RETENTION OF BENEFITS

It is agreed that any and all benefits, privileges, terms or agreements now in effect at the signing of this agreement shall remain in effect and be maintained at no less than the highest standards and will become a part of this contract.

ARTICLE XXII : RE-OPENING CLAUSE

The Barrington Police Department reserves the right to re-open negotiations for the years 2000 and 2001 for :

- (1) Additional benefits, except for Health benefits:
- (2) Salary if the percentage of inflation rises above ten percent (10%) using the Philadelphia Area Indicators for the years 2000 and 2001. Notification to re-open must be submitted by October 15 of the preceding year in which the new salaries would take effect, at the latest.

ARTICLE XXIII : FEDERAL AND STATE LAWS

- A. In the event any Federal or State Law conflicts with the provisions of this agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the agreement shall continue in full force and effect.
- B. The Borough agrees that this agreement shall be binding on all administrations, present and future, and that appropriate ordinances shall be drafted by the Borough Solicitor to cover each article of this agreement.
- C. This agreement shall be binding and valid when signed by two members of the Police Committee or by three members of Borough Council, representing the Borough and by a representative of the Association. Each police officer on the force shall be given a copy of the signed agreement to retain for his personal records. All necessary Ordinances shall be drafted to cover the wages and benefits involved in this agreement exactly as set forth herein. The signed copy of this agreement shall supersede any ordinance that may be questionable or vague as to wording or mistakes in printing. Also, the signed agreement shall be deemed as to approval of all members of the Borough Council and regarded as a legal document.

THIS CONTRACT COVERS PRESENT FULL TIME MEMBERS OF THE BARRINGTON POLICE DEPARTMENT.

In the event of any additions to the Police Department in the form of new police officers, the Borough agrees that they shall also include such officers in this agreement automatically upon date of acceptance as full time members.

IN WITNESS WHEREOF, the Borough of Barrington has caused these presents to be signed and sealed and full time members of the Barrington Police Department have caused this agreement to be signed by their authorized representative on the day and year aforesaid.

BY: Howard T Page Jr
H.T. Page Jr.
Mayor

BY: D.F. Murray
D.F. Murray
Sergeants Representative
Barrington Police Department

BY: V. Litterta
V. Litterta
Member of Council

BY: M. Drumm
M. Drumm
Representative of P.B.A.
Local 328

BY: Wayne B Reed
W. Reed
Member of Council

BY: V. McGrath
V. McGrath
Patrolmen Representative
Barrington Police Department

BY: R. Nardi
R. Nardi
Member of Council

ATTEST: Donna A. Condo
Donna A. Condo
Borough Clerk

DATED: 4/26/99