

CONTRACT BY AND BETWEEN
THE BOROUGH OF BARRINGTON
AND
P.B.A. LOCAL #328

JANUARY 1, 2020, THROUGH DECEMBER 31, 2023

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ARTICLE I – TERM OF AGREEMENT

This agreement shall apply from January 1, 2020, through December 31, 2023, a period of four (4) years. This agreement supersedes and replaces all previous agreements between the parties.

ARTICLE II – RECOGNITION

The Borough of Barrington (hereinafter, the "Borough") recognizes P.B.A. Local #328 (hereinafter, the "Association"), for the purpose of collective negotiations for certain full-time sworn law enforcement officers employed by the Borough, specifically Patrol Officers, Corporals, Sergeants, Detectives, Lieutenant and Captain, if applicable (hereinafter, "Covered Employee"), within the meaning of New Jersey Employer-Employee Relations Act.

ARTICLE III – MANAGEMENT'S RIGHTS

The Borough hereby retains and reserves unto itself, without limitations, 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. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties, and responsibilities under R.S. 40, 40A, and R.S. 11 or any other national, state, county, or local laws or ordinances.

ARTICLE IV - POLICEMEN'S RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Borough hereby agrees that the Covered Employees as referenced in Article II, above, 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 police officer in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it will not discriminate against any police officer with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association and its affiliates, collective negotiations with the Borough or

institution of any grievance, complaint or other proceeding under this agreement with respect to any terms or conditions of employment.

1. No police officer shall be prevented from wearing pins or other inconspicuous identification of membership in the Association or its affiliates.

2. The Borough and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, sexual orientation, gender identity, national origin, or political affiliation.

3. 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's 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.

ARTICLE V - SALARY¹

A. Employees out of the step program shall receive a salary increase of \$2,500 per year.

B. If applicable, the Borough agrees that, inasmuch as it entered into a four (4) 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 to Covered Employees upon adoption of the Borough budget in accordance with N.J.S.A. 40A:4-1 et seq. (Local Budget Law).

C. It is agreed that the starting salary for a newly hired recruit will be Thirty Six Thousand Dollars (\$36,000.00) per annum. Upon certification, the recruit's salary shall be increased to Forty Two Thousand Dollars (\$42,000.00) per annum for the first year. Upon conclusion of the first full year after certification, the salary shall be increased to Forty-Seven Thousand, Dollars (\$47,000.00) per annum. It is further agreed that on the anniversary of certification for each of the following seven (7) years, the base salary of such patrol officer shall be increased in set increments to a maximum salary of Eighty Five Thousand Dollars (\$85,000.00) at Year 9. It is specifically agreed to by the parties that a 0.5% percentage increases in salary have been established in this Agreement for recruits and employees in the step program. The following summarizes the step salaries:

¹ Salary progressions are detailed in the attached memorandum of understanding attached hereto as Appendix A.

		2020	2021	2022	2023
	New Guide	0.50%	0.50%	0.50%	0.50%
RECRUIT	36,000	\$36,180.00	\$36,360.90	\$36,542.70	\$36,725.42
Step1	42,000	\$42,210.00	\$42,421.05	\$42,633.16	\$42,846.32
Step 2	47,000	\$47,235.00	\$47,471.18	\$47,708.53	\$47,947.07
Step 3	52,000	\$52,260.00	\$52,521.30	\$52,783.91	\$53,047.83
Step 4	57,000	\$57,285.00	\$57,571.43	\$57,859.28	\$58,148.58
Step 5	63,000	\$63,315.00	\$63,631.58	\$63,949.73	\$64,269.48
Step 6	69,000	\$69,345.00	\$69,691.73	\$70,040.18	\$70,390.38
Step 7	75,000	\$75,375.00	\$75,751.88	\$76,130.63	\$76,511.29
Step 8	80,000	\$80,400.00	\$80,802.00	\$81,206.01	\$81,612.04
Step 9	85,000	\$85,425.00	\$85,852.13	\$86,281.39	\$86,712.79
CPL	88,000	88,000	88,000	88,000	88,000
SGT	96,000	96,000	96,000	96,000	96,000
LT	100,000	100,000	100,000	100,000	100,000

F. It is agreed that Covered Employees already in a step program will move to this new step program based on the year of the program that applies to that Covered Employee.

G. Non-ranking Covered Employees in the above step programs will get the annual increases that apply to step programs only. After a Covered Employee completes Year 9, the Covered Employee will then receive the annual increases as negotiated section A and in any successor Agreement.

H. It is further agreed that expiration of this contract shall not cause expiration of the step programs and that it shall continue until a Covered Employee reaches Year 9 or upon the renegotiation of step programs in a successor agreement.

I. Officers in the step program who are promoted will no longer receive the regular step increase and shall receive a \$10,000 per year increase in base pay, on the anniversary of the promotion, until they reach the salary of the promoted rank per the step salary guide. After reaching the base pay in the step salary guide for that rank, the officer shall receive the increases detailed in paragraph A.

J. Officers off the step guide who are promoted shall receive the greater of the promoted salary in the step salary guide or the following increased above their current base.

1. For promotion from Lieutenant to Captain – the sum of THREE THOUSAND, FIVE HUNDRED DOLLARS (\$3,500.00) shall be added to the promoted Covered Employee's base salary.

2. For promotion from Sergeant to Lieutenant – the sum of THREE THOUSAND, FIVE HUNDRED DOLLARS (\$3,500.00) shall be added to the promoted Covered Employee's base salary.
3. For promotion from Corporal to Sergeant – the sum of THREE THOUSAND, FIVE HUNDRED DOLLARS (\$3,500.00) shall be added to the promoted Covered Employee's base salary.
4. For promotion from Patrol Officer to Corporal – the sum of THREE THOUSAND, FIVE HUNDRED DOLLARS (\$3,500.00) shall be added to the promoted Covered Employee's base salary.
5. For promotions over two ranks, the sum of FIVE THOUSAND DOLLARS (\$5,000.00) shall be added to the promoted Covered Employee's base salary.

ARTICLE VI – GRIEVANCE PROCEDURE

A. PURPOSE

It is the policy of the Borough and the Association that all grievances be resolved informally or at the earliest possible state of this grievance procedure. Informal settlements at any step shall bind the immediate parties to the settlement, but shall not be precedent in a later grievance proceeding.

B. DEFINITION

The term "grievance" means a complaint or claim that there has been an improper application, interpretation, or violation of this Agreement, any Borough policy governing the Covered Employees, or of any administrative decision affecting any Covered Employee or Covered Employees of the Association. An "Aggrieved Party" is a Covered Employee or group of Covered Employees, as defined in Article II, above, who submit a grievance or on whose behalf it is submitted.

C. SUBMISSION OF GRIEVANCE

Before submission of a written grievance, the aggrieved party must attempt to resolve it informally. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provisions of the Agreement involved in the grievance, the time when and place where the alleged events or conditions constituting the grievance existed, and if known, the identity of the person(s) responsible for causing such events or conditions, and a general statement of the grievance and redress sought by the aggrieved party. 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. A Covered Employee or group of Covered Employees may submit grievances, which affect them personally and shall submit such grievances to the Chief of Police.

D. GRIEVANCE PROCEDURE

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 five (5) business days 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 the grievance no later than ten (10) business days after it is received by them.

E. RIGHTS OF EMPLOYEES

Any aggrieved person may be represented at all formal steps of the grievance procedure by themselves, or at their option, by a representative selected or approved by the Association. If the Covered Employee is dissatisfied with the decision of the Mayor and Council, the Covered 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 forty-five (45) business days after the decision in writing of the Mayor and Council was made known to the employee or representative.

F. PROCEDURE

1. The following procedure will be used to secure the service of an arbitrator:
 - a. A joint request will be made to the Public Employee 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 be limited to the issue submitted and shall consider nothing else. They 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 Mayor and Council and the aggrieved party and representatives shall be given copies of the arbitrator's reports of findings and recommendations.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specific time limits shall permit the aggrieved party 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 the Covered Employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance and any effect thereof shall have been fully determined.

ARTICLE VII – SPECIAL LEAVE OF ABSENCE

A. **Military Leave:** Any Covered Employee of the police department 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 organization affiliated herewith is entitled to leave of absence from duty without loss of pay or time on all days on which they are engaged in training. Only differential pay (i.e., the difference between full pay and that received from the military) shall be paid. **Military Leave** will be in addition to regular allowed vacation leave.

B. **National Guard:** All Covered Employees who are members of the National Guard are entitled to leaves of absence from work without loss of pay or time, on all days they are engaged in training or active duty. The parties hereto acknowledge that the law requires the Borough only to pay the difference between the Borough salary and military pay in the event of a leave made necessary by the Order of the Governor; provided, however, that such leaves of absence do not exceed ninety (90) days in aggregate in any one year. Only differential pay (i.e., the difference between full pay and that received from the National Guard) shall be paid. **National Guard Leave** will be in addition to regular allowed vacation leave.

C. **Personal Health:** Upon the recommendation of the Chief of Police, the Mayor and Council may permit employees, consistent with the federal Family and Medical Leave Act and the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq., to take personal leaves without pay, for restoration of health, provided all sick leave and compensatory time has been first exhausted as provided herein. A doctor's certificate may be required for the granting of such leave of absence.

ARTICLE VIII - BEREAVEMENT BENEFITS

In addition to personal days, the following bereavement benefits shall be available:

A. In case of death in a Covered Employee's immediate family, payment for absence will be approved. Ordinarily, such approval will not exceed three (3) days but may, under special circumstances, be extended to cover up to five (5) days. "Immediate family" shall be understood to mean the Covered Employee's parents (or a relative who has taken the place of a parent), husband, wife, children, brothers, sisters, Mother/father in-law, sister/brother in-law.

B. In the case of death of a relative not in the immediate family, a Covered Employee may be excused with pay for all or part of one (1) scheduled working day in order to attend the funeral.

ARTICLE IX – OVERTIME

In accordance with the Ordinance fixing salaries and compensation to be paid to the Covered Employees, overtime shall be paid for any time worked over the Covered Employees' regular schedule, excluding Court Time (Article XVIII) and Compensation Time: Garcia Time (Article XIV, Section A). The hourly rate of overtime shall be calculated by dividing the Covered Employees' annual salary by 2080 hours and multiplying the results by one and one half- (1½).

A. Any assignment, while not on regular duty, shall be treated as overtime for the number of hours specified. This includes, but is not limited to Board of Education functions, athletic or social events.

B. Any Covered Employee who works overtime on a legal holiday as set forth in Article XIII of the Agreement, shall be paid the hourly rate of overtime, calculated by dividing the Covered Employees' annual salary by 2080 hours and multiplying the results by one and one half (1½).

C. Up to, but no more than, ten (10) days may be accrued for use against early retirement.

D. In the event accrued overtime is not used, the Covered Employee may elect to take accrued overtime as time off in lieu of payment during the calendar year it is accrued. For purposes of this subsection, the time shall be determined by taking the overtime worked and multiplying the hours by one and one half (1½).

E. The hourly rate to be paid to any Covered Employee performing traffic control duties for outside contractors shall be \$75.00 per hour.

ARTICLE X - SHIFT DIFFERENTIAL

\$2.00 per hour shall be added to the hourly rate for the 6pm-6am shift (1800 to 0600 hrs.) for any Covered Employee working that shift. No other shift differential shall apply.

ARTICLE XI - ON-CALL PAY

The officer designated as the Detective shall receive a \$50.00 per week stipend while on-call.

ARTICLE XII - ANNUAL VACATION SCHEDULE WITH PAY

A. All Covered Employees hired prior to January 1, 2008, shall be entitled to a paid vacation each twelve (12) months during the term of this agreement. Vacation time shall be permitted subject to the discretion of the Chief of Police or designee. 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) days per year.
2. From the beginning of the fifth (5th) year of service, fifteen (15) days per year.
3. From the beginning of the tenth (10th) year of service, twenty (20) days per year.
4. At the beginning of the fifteenth (15th) year of service, twenty-five (25) days per year.
5. At the beginning of the twenty-first (21st) year of service, a total of twenty-six (26) days per year.
6. At the beginning of the twenty-second (22nd) year of service, a total of twenty-seven (27) days per year.
7. At the beginning of the twenty-third (23rd) year of service, a total of twenty-eight (28) days per year.
8. At the beginning of the twenty-fourth (24th) year of service, a total of twenty-nine (29) days per year.
9. At the beginning of the twenty-fifth (25th) year of service, a total of thirty (30) days per year and said thirty (30) 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 Covered Employees hired after January 1, 2008 shall be entitled to a paid vacation each twelve (12) months during the term of this agreement. Vacation time shall be permitted subject to the discretion of the Chief of Police or designee. 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 per year.
4. At the beginning of the fifteenth (15th) year of service, twenty-five (25) working days per year, which shall remain in effect onward until retirement.
5. 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.

C. 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 XIII - HOLIDAYS

A. The Borough agrees that all Covered Employees shall be entitled to and paid for eleven (11), eight (8) hour day holidays (88 hours), which shall be as follows:

- NEW YEAR'S DAY
- MARTIN LUTHER KING, JR. DAY
- PRESIDENTS' DAY
- EASTER SUNDAY
- MEMORIAL DAY
- INDEPENDENCE DAY
- LABOR DAY
- COLUMBUS DAY
- VETERAN'S DAY

THANKSGIVING DAY
CHRISTMAS DAY

B. If a Covered Employee is scheduled to work a tour of duty for a holiday and works on that day, the Covered Employee shall be paid 1.5 times regular rate of pay.

C. In addition to the aforementioned holidays, all Covered Employees shall be entitled to five (5) personal days (40 hours), which shall be taken subject to the discretion of the Chief of Police or designee.

ARTICLE XIV: COMPENSATION TIME

A. "Garcia" Time: All Covered Employees who work a rotating shift schedule shall be allowed eighteen (18), eight (8) hour day compensation time (144 hours) per year to be used at the employees' discretion. Compensation hours under this Section may not be sold back for payment. The 144 hours of compensation time is predicated on a permanent twelve (12) hour shift, and is subject to reduction to 96 hours should the permanent twelve-hour shift be eliminated.

B. Other Compensation Time: In consideration and in recognition of the salary adjustment addressed in the Agreement, the parties agree that payment of compensatory time payable Pursuant to Sections A and B of Article XVIII: Court Time, Section D. of Article XIX: Other Benefits and any other compensatory time to be paid to a Covered Employee as approved by the Chief of Police shall not accrue from year to year.

ARTICLE XV: SICK TIME

All regular full-time PBA Covered Employees shall be entitled to unlimited sick leave as follows:

1. As used herein, sick leave means paid leave that may be granted to an employee who through sickness or injury (non-work related) becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of the position; who is quarantined (by the board of health) because exposure to a contagious disease, or illness in the immediate family which requires the personal attendance of the employee to insure care for member of the immediate family. The term "immediate family" as referred to herein shall mean father, mother, spouse, child, foster child, brother or sister. Sick leave to care for members of the immediate family will not be approved for extended periods of time unless covered by the family leave act.

2. If an employee is unable to report for work due to illness, this fact shall be reported to the department no later than six hours prior to the start of the normal workday.
3. Sick leave benefits shall apply to bona fide cases of sickness, accidents, medical appointments, maternity leave, and requests for the employee's presence by immediate family, doctor or clergy due to family illness or emergency.
4. If a Covered Employee is going to be out sick for an extended period of time (7 work days or more), he or she must file a claim for NJ State Disability. This process is done online. The employee must file a claim for disability within 20 days of the start of the disability. Failure to file an application for state disability will result in the suspension of sick leave benefits until the application is filed. The Borough will continue to pay the employee their regular salary during the disability period and all monies received from NJ Disability will be turned over to the Borough.
5. An employee who is on disability or sick leave shall keep their supervisor advised as per the Barrington Police Department Attendance and Sick Leave Policy, a copy of which is annexed to this contract.
6. When possible, sick leave should be taken in increments of no less than one half-day.

ARTICLE XVI: HEALTH BENEFITS

A. The Borough shall provide to Covered Employees, and their immediate families, health benefits through the Southern New Jersey Regional Employees Benefit Fund: Health Network Only – Barrington EPO with HRA. A Plan Description, a copy of which having been issued to all Covered Employees concurrent with the execution of this Agreement, is attached to this Agreement as Appendix B and is made a part hereof. Any changes in the aforesaid Plan Description during the pendency of this Agreement shall cause an opening of this Agreement, specifically limited to the renegotiation of the terms and conditions of this Article XVI, only. All Covered Employees shall only contribute to the premium cost of health benefits as prescribed in Chapter 78 of the Public Laws of the State of New Jersey.

B. For the duration of this agreement, the Borough agrees to pay up to Twelve Hundred Dollars (\$1200.00) over the life of this contract for prescription optical needs for each Covered Employee including immediately family upon presentation of written verification of prescription optical needs. Verification shall include a detailed receipt confirming the prescription optical services that were dispensed.

C. The Borough shall provide to Covered Employees, and their immediate families, dental benefits through Delta Dental. The annual maximum benefit for dental coverage is \$2,500.00

D. Health Care Election - Pursuant to and governed by the Personnel Manual adopted by the Borough, a Covered Employee may elect to decline health insurance benefits, whereupon the Borough will pay the Covered Employee Five Thousand Dollars (\$5,000.00) or twenty-five (25%) percent of the premium, whichever is less, than the Borough would have paid to provide health benefits to the Covered Employee in that calendar year, or appropriate part thereof. The Borough will make the appropriate payment to the Covered Employee declining health insurance benefits on a quarterly basis for the calendar year of the election. A Covered Employee making such an election who desires to return to the Borough's health insurance must give the Borough Clerk sixty (60) days' notice of their intention to return to the Borough's health insurance and may only return effective the first calendar day of the month of return.

E. The Borough shall continue to pay for health benefits for Covered Employees and members of their immediate family who retire from the Barrington Police Department in good standing after twenty (20) years of service in the Borough of Barrington as follows:

1. Covered Employees who retire after twenty (20) years of service in the Borough of Barrington but less than twenty-five (25) years of service in the Borough of Barrington, shall be required to contribute to the premium cost of post-retirement health benefits as prescribed in Chapter 78 of the Public Laws of the State of New Jersey for an active duty employee, for five (5) years after the date of retirement, at the same contribution rate as determined in the first year of retirement.
2. Thereafter, the Covered Employee shall be required to contribute to the premium cost of post-retirement health benefits as prescribed by the New Jersey Police & Fireman's Retirement System. Said benefit shall continue uninterrupted until the Covered Employee and/or spouse become an eligible participant and begin receiving health benefits under the Medicare and/or Medicaid programs sponsored by the United States of America, and the Borough's health benefits shall thereafter become secondary to these Medicare and/or Medicaid health coverage.

- F. Payment of post-retirement health benefits are subject to the following provisions:
1. If the retired Covered Employee dies, the Borough shall continue to pay for the health benefits only for a spouse so long as the spouse does not remarry, and for minor children up to eighteen years of age, or the age designated in the program, or by law. The surviving spouse of a Covered Employee 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 Covered Employee obtains gainful employment after retirement from the Barrington Police Department, and if their new employer offers to pay all or part of health benefits, then the Borough shall be paid by the subsequent employer for said retired Covered Employee's health coverage or shall pay only that portion which the subsequent employer does not pay. If the retired Covered Employee's subsequent employer offers a benefit to the retired Covered Employee for declining health benefits, that amount shall be tendered to the Borough as received by the retired Covered Employee. The retired Covered Employee shall submit to the Borough, by March 1 of each year, verification from their subsequent employer as to the status of the subsequent employee's health benefits.
 3. If the retired Covered Employee and their spouse are legally divorced, then the Borough shall not pay for the health benefits of said spouse, however, the coverage shall continue for the retired Covered Employee's children up to eighteen years of age, or the age designated in the program, or by law. In all cases, the Borough shall pay for health benefits of a retired Covered Employee's children only until such children reach age eighteen (18) years.
 4. The Borough agrees to provide the Covered Employee and their dependents as defined in the program, a dental plan substantially similar to the dental plan provided to the retired Covered Employee as of December 31, 2016
 5. Any retired Covered Employee(s) who retired with the Borough provided benefits between January 1, 2012 and December 31, 2016 shall have the right to elect to participate in any health plan currently sponsored by the Borough, acknowledging that said benefits may change from time to time. Proper notice shall be given to the retired Covered Employee(s) of any change in benefits.

6. Any Covered Employee who retires with Borough provided benefits after December 31, 2016, shall have the same benefits as those provided to active employees, acknowledging that said benefits may change from time-to-time. Both retirees and active employees shall receive proper notification of any change in benefits.
7. Retiring employees shall contribute to the cost of post-retirement health benefits pursuant to Chapter 78, P.L. of 2011.

ARTICLE XVII – UNIFORM CLEANING AND ALLOWANCE

All Covered Employees will be personally responsible for the maintenance and upkeep of their police uniforms. Newly hired Covered Employees shall receive one (1) Class A and four (4) Class B uniforms in the first year of employment. The Borough will replace individual parts of uniforms damaged as a direct result of police work. The Borough will also supply to the Covered Employee all items (weapons, ammunition, bullet proof vests etc.) as directed by the Chief of Police not to be included as a "police uniform" under the terms and conditions of this Article XVII.

ARTICLE XVIII - COURT TIME

A. The Borough agrees that the sum of Twenty Dollars (\$20.00) shall be paid to any full-time Covered Employee who, on their off-duty time, is subpoenaed or otherwise on call to testify in County Courts, Federal Courts, or Motor Vehicle Court in Trenton. The Borough also agrees that in addition to said \$20.00, the Covered Employee will be given an eight (8) hour compensation day.

B. Any Covered Employee who is off duty and appears in municipal court shall be granted four (4) hours of court compensatory time for each appearance. Court compensatory time accrued under this Section and Article XVIII is deemed to be regular time, not overtime. Such court compensatory time shall be taken as time off within ninety (90) days of its accrual.

C. The flat hourly rate of \$50.00 per hour shall be paid to any Covered Employee performing the duties of "bailiff" or "court security officer" for the Barrington Municipal Court. This time shall be calculated from thirty (30) minutes prior to the time designated for the commencement of the court session until the adjournment of the court session by the municipal court judge.

ARTICLE XIX - OTHER BENEFITS

A. If a covered employee is charged with a violation of the law as a result of acts committed in the course of performing 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 Five Hundred (\$500.00) Dollars for each occurrence. If the cost exceeds \$500.00, the difference may be paid by the Borough with the consent and 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 Covered Employee 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 books and tuition upon completion of each semester. The Mayor and Council shall have the right to approve any Covered Employee's application to attend school. Any Covered Employee 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 Covered Employee 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 under the following schedule:

1. Up to four (4) hours – four (4) hours straight time;
2. Greater than four (4) hours but eight (8) hours or less – eight (8) hours straight time; and
3. Eight (8) hours or greater – actual time paid at straight time.

E. The currently published IRS rate for mileage reimbursement 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. Upon graduation, a one-time college credit payment shall be made at the rate of Three Hundred, Fifty Dollars (\$350.00) for an Associate's Degree, Five Hundred Dollars (\$500.00) for a Bachelor's Degree and Six Hundred Dollars (\$600.00) for a Master's Degree. This paragraph shall apply to any Covered Employee having completed one full year of service.

G. Promotions - Compensation during probationary period: Any Covered Employee being promoted to the rank of Corporal, Sergeant, Lieutenant or Captain shall receive the level of pay for that rank from the first day of serving in that position.

H. Any Covered Employee 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, the County Prosecutor, Attorney General or New Jersey State Police, shall be paid Ten (\$10.00) Dollars per day for meals.

I. Should a Covered Employee be assigned for work pursuant to an agreement between the Borough and a third party, commonly referred to as "outside work," and the assignment is cancelled less than two (2) hours before the scheduled starting time, that Covered Employee shall be entitled to four (4) hours of time paid at the rate indicated in Article IX, Section E. of this Agreement.

ARTICLE XX – CONTRACT COVERAGE

This Agreement shall not apply to any individual in the employment of the Borough of Barrington in any capacity other than Captain, Lieutenant, Sergeant, Corporal, Detective and/or Patrol Officer of the Barrington Police Department, hereinabove referenced as "Covered Employees."

ARTICLE XXI – RETENTION OF BENEFITS

All the powers, rights, duties, responsibilities, benefits, and authority that the parties had prior to the signing of this Agreement are retained by the parties, except those and only to the extent that they are specifically modified by this Agreement, and are not contrary to Public Policy, nor a law of the State of New Jersey.

ARTICLE XXII – NO STRIKE CLAUSE

A. No lockout of Covered 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 Covered Employees, or its members shall engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, 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 members of the Association 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 Covered Employee participating in these prohibitive activities may be disciplined by the Borough.

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 and/or Labor Counsel to cover each Article of this Agreement.

C. This Agreement shall be binding and valid when signed by the Mayor, the members of Borough Council designated as the Director of Public Safety and the Director of Finance, respectively, and the Borough Clerk, as duly authorized by Resolution of Borough Council to represent the Borough, and by duly authorized representatives of the Association. Each Covered Employee 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.

ARTICLE XXIV – AGREEMENT BETWEEN PARTIES

The Borough, pursuant to Public Employment Relations Commission, recognizes the Policeman's Benevolent Association Local #328 for the purposes of collective negotiations for all employees referenced in Article II of this Agreement, employed by the Borough of Barrington, but excluding the Chief of Police, Dispatchers, Crossing Guards, Special Law Enforcement Officers, and any other employees employed by the Borough within the meaning of the New Jersey Employer-Employee Relations Act.

APPENDIX A

HIRE DATE	TITLE	NAME	2019 SALARIES	2020	2020	2021	2021	2021	2022	2022	2022	2023	2023	2023
				ANNUAL INCREASE	PROMO INCREASE	ANNUAL INCREASE	PROMO INCREASE	ANNUAL INCREASE	PROMO INCREASE	ANNUAL INCREASE	PROMO INCREASE	ANNUAL INCREASE	PROMO INCREASE	ANNUAL INCREASE
1/20/1997	SGT	BOWMAN	108,908	2,500.00		111,407.59	2,500.00	3,500.00	117,407.59	2,500.00		119,907.59	2,500.00	122,407.59
8/1/1995	SGT	URON	108,631	2,500.00		111,131.46	2,500.00		113,631.46					
12/1/2004	SGT	HAWKINS	102,321	2,500.00		104,821.15	2,500.00		107,321.15	2,500.00		109,821.15	2,500.00	112,321.15
8/15/2005	SGT	HUNT	101,332	2,500.00		103,831.90	2,500.00		106,331.90	2,500.00		108,831.90	2,500.00	111,331.90
4/13/2011	SGT DCT	PAWLING	91,947		4,053.00	95,999.87	2,500.00		98,499.87	2,500.00		100,999.87	2,500.00	103,499.87
3/27/2000	PTL	HIBBIT	101,180	2,500.00		103,679.58	2,500.00		106,179.58	2,500.00		108,679.58	2,500.00	111,179.58
5/26/2009	CPL	LAMPE	89,939	2,500.00		92,438.77	2,500.00		94,938.77	2,500.00		97,438.77	2,500.00	99,938.77
9/10/2014	CPL	D'ASCENZO	66,500		10,000.00	76,500.00		10,000.00	86,500.00		10,000.00	96,000.00	2,500.00	98,500.00
			STEP 5			CPL STEP			SGT STEP			SGT STEP		SGT STEP
5/11/2015	CPL	RABENA	55,500		10,000.00	65,500.00		10,000.00	75,500.00		10,000.00	85,500.00		2,500.00
			STEP 3			CPL STEP			CPL STEP			CPL STEP		CPL STEP
9/10/2014	CPL	MULHERN	63,000		10,000.00	73,000.00		10,000.00	83,000.00		5,000.00	88,000.00	2,500.00	90,500.00
			STEP 5			CPL STEP			CPL STEP			CPL STEP		CPL
5/10/2016	PTL	JANKOWSKI	52,000	11,315.00		63,315.00	316.58	10,000.00	73,631.58		10,000.00	83,631.58		4,368.42
			STEP 4			STEP 5			CPL STEP			CPL STEP		CPL STEP
12/11/2018	PTL	HOVERN	36,000	11,235.00		47,235.00	5,286.30		52,521.30	5,337.98		57,859.28	6,410.20	64,269.48
			STEP 1			STEP 2			STEP 3			STEP 4		STEP 5
2/11/2020	PTL	THOMAS				42,210.00	5,261.18		47,471.18	5,312.73		52,783.91	5,364.67	58,148.58
						STEP 1			STEP 2			STEP 3		STEP 4
2/11/2020	PTL	WILSON							42,421.05	5,287.48		47,708.53	5,339.30	53,047.83
									STEP 1			STEP 2		STEP 3

The above chart is for illustration purposes only. Actual final salaries will vary dependent upon anniversary and/or promotion dates.

APPENDIX B

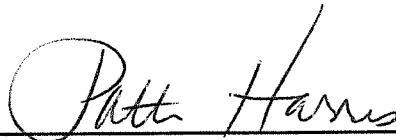
EXCLUSIVE PROVIDER ORGANIZATION (EPO) PLAN with HEALTH REIMBURSEMENT ACCOUNT (HRA)

BENEFITS	IN NETWORK ONLY
Deductible	\$2,250 Employee Only
(Medical & Rx)	\$4,500 EE + Dependent(s)
Preventive Care	\$0 copay (no deductible)
Primary Physician Office Visit	\$0 copay after deductible
Specialist Office Visit	\$0 copay after deductible
Lab Work	\$15 copay after deductible
Routine Radiology	\$50 copay after deductible
Imaging (MRA/MRI/CT Scan)	\$100 copay after deductible
Durable Medical Equipment	\$0 copay after deductible
Hospital	\$0 copay after deductible
Outpatient Surgery	\$0 copay after deductible
Urgent Care	\$0 copay after deductible
Emergency Room (in and out of network)	30% Coinsurance after \$100 copay per visit
Prescription	Express Script Pharmacies
Generic	\$20 copay after deductible (Retail & Mail Order)
Formulary Brand	\$50 copay after deductible (Retail & Mail Order)
Non-Formulary Brand	\$75 copay after deductible (Retail & Mail Order)
Specialty drugs	Follows retail
Maximum Out of Pocket	
Employee Only	\$4,200
EE + Dependent(s)	\$6,450

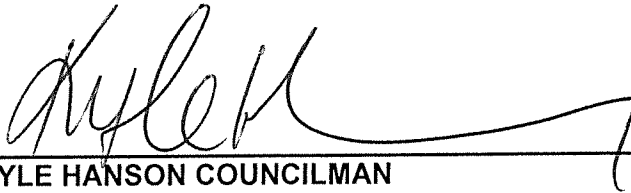
Highlights:

- All services (medical and prescription) other than preventive services apply a deductible, prior to payment.
- Borough of Barrington will fund up to the deductible for each employee/employee + dependent(s) through HRA
- Employee is responsible for out of pocket expenses after the deductible up to the maximum out of pocket amount
- Once the out of pocket maximum is met, the plan pays 100%
 - Includes deductible, Medical and Prescription copays and Emergency Room coinsurance
- In Network Benefits Only
- No coverage for non-emergency use of Emergency Room
- Prescription Drugs – Limitations & Exceptions: 30 day fill for retail – 90 day fill for mail order.

IN WITNESS WHEREOF, we, the undersigned Mayor and Public Safety Committee of the Borough of Barrington, hereunto set our hands and seals the day and year first written above.



PATTI HARRIS, MAYOR



KYLE HANSON COUNCILMAN
PUBLIC SAFETY DIRECTOR

ATTEST:




TERRY SHANNON, BOROUGH CLERK

Dated: 4-13-2021


IN WITNESS WHEREOF, we, the duly appointed representatives of P.B.A. Local #328,
hereunto set our hands and seals the day and year first written above.

Dated: 4/13/21



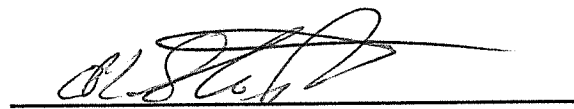
DAVID HUNT
P.B.A #328
BARRINGTON REPRESENTATIVE

Dated: 0413 2021



KRYSTAL JANKOWSKI
P.B.A #328
BARRINGTON REPRESENTATIVE

Dated: 4/13/21



STEPHEN RABENA
P.B.A #328
BARRINGTON REPRESENTATIVE