

BOROUGH OF BARRINGTON

CONTRACT BY AND BETWEEN
THE BOROUGH OF BARRINGTON

AND

P.B.A. LOCAL #328

JANUARY 1, 2013, THROUGH DECEMBER 31, 2015

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ARTICLE I – TERM OF AGREEMENT

This agreement shall apply from January 1, 2013, through December 31, 2015, a period of three (3) 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 Patrolmen, 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 policeman with respect to hours, wages, or any 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.

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

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.

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: SALARY

A. For 2013, there shall be no increase the base salaries of all Covered Employees over their December 31, 2012 base salaries.

B. For 2014, the Borough shall increase the said base salaries of all Covered Employees over the December 31, 2013 base salaries by an amount equal to two (2%) percent per annum.

C. For 2015, the Borough shall increase the said base salaries of all Covered Employees over the December 31, 2014 base salaries by an amount equal to two (2%) percent per annum.

D. If applicable, the Borough agrees that, inasmuch as it entered into a three (3) 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).

E. It is agreed that for Covered Employees hired on or after January 1, 2013, the salary for a newly hired patrolman will be Twenty-eight Thousand Dollars (\$28,000.00) per annum from the hire date until graduation from the police academy. Upon graduation from the police academy, the salary shall be increased to Thirty-five Thousand Dollars (\$35,000.00) per annum for the first year. Upon conclusion of the first full year, the salary shall be increased to Forty Thousand, Dollars (\$40,000.00) per annum. It is further agreed that on the anniversary of employment for each of the following seven (7) years, the base salary of such patrolman shall be increased in set increments to a maximum salary of Seventy-eight Thousand Dollars (\$78,000.00). It is specifically agreed to by the parties that percentage increases in salary have been eliminated from this Agreement for employees hired on or after January 1, 2013, and incorporated into the foregoing salary structure through Year 9 of the Covered Employee's employment:

POLICE COVERED EMPLOYEES STEP PROGRAM:

Recruit	\$ 28,000	(\$13.46 per hour)
Year 1	\$ 35,000	(\$16.83 per hour)
Year 2	\$ 40,000	(\$19.23 per hour)
Year 3	\$ 45,000	(\$21.63 per hour)
Year 4	\$ 50,000	(\$24.04 per hour)
Year 5	\$ 55,000	(\$26.44 per hour)
Year 6	\$ 61,000	(\$29.33 per hour)
Year 7	\$ 67,000	(\$32.21 per hour)
Year 8	\$ 72,000	(\$34.62 per hour)
Year 9	\$ 78,000	(\$37.50 per hour)

Covered employees in the above step program will not get the annual percentage increases that apply to employees not in the step program. After a covered employee

completes Year 9, the employee will then receive the annual percentage increases as negotiated in any successor agreement.

It is acknowledged by the parties that the above amounts do not include any increase in pay that would be due should a patrolman be promoted. If a Covered Employee is promoted in rank during the time period covered herein, the amount so listed in Article X of this Agreement (increment between ranks) shall be over and above the salary of the Patrolman and shall be added to the base pay of the Covered Employee, as appropriate pursuant to this step program.

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

ARTICLE VI – POLICE EXPERIENCE PAY

A. Police Experience Pay was previously established for Covered Employees hired prior to December 31, 1989, at eight percent (8%) of the current year's salary. Police Experience Pay was previously established for Covered Employees hired after January 1, 1990, but prior to December 31, 2007 at six percent (6%) of the current year's salary. For 2014, these amounts shall be calculated and rolled into the base salary of each Covered Employee who qualifies based on date of hire and shall become part of the Covered Employee's base salary.

B. There shall be no Police Experience Pay for Covered Employees hired on or after January 1, 2008.

ARTICLE VII – 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

E. RIGHTS OF EMPLOYEES

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. 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) 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 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 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 Mayor and Council and the aggrieved party and his 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 VIII – 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 his respective duty without loss of pay or time on all days on which he is 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 IX: 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, or a relative or an in-law who lives in the same household with the Covered Employee or the parents of the Covered Employee's spouse.

B. In the case of death of a relative not in the immediate family nor residing in the same household with the Covered Employee, or in the case of death of an in-law not residing in the same household with the Covered Employee, a Covered Employee may be excused with pay for all or part of one (1) 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 Covered Employee and the deceased, the time and place of the funeral and the Covered Employee's hours of duty. Ordinarily, the maximum time excused should not exceed one day.

ARTICLE X: INCREMENTS BETWEEN RANKS

Increments between ranks, which are to be calculated and added into the Covered Employee's current year base salary, shall be as follows:

A. For promotion from Lieutenant to Captain – the sum of FOUR THOUSAND, TWO HUNDRED FIFTY DOLLARS (\$4,250.00) shall be added to the promoted Covered Employee's base salary.

B. For promotion from Sergeant to Lieutenant – the sum of THREE THOUSAND, SEVEN HUNDRED FIFTY DOLLARS (\$3,750.00) shall be added to the promoted Covered Employee's base salary.

C. For promotion from Corporal to Sergeant – the sum of THREE THOUSAND, FOUR HUNDRED DOLLARS (\$3,400.00) shall be added to the promoted Covered Employee’s base salary.

D. For promotion from Patrolman to Corporal – the sum of TWO THOUSAND DOLLARS (\$2,000.00) shall be added to the promoted Covered Employee’s base salary.

ARTICLE XI – 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 XV). 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 XIV 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 10 days may be accrued for use against early retirement.

D. In the event accrued overtime is not used under Subsection C. of this Article, 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. Overtime payment may be taken at the discretion of the Covered Employee for the pay period ending in which the overtime was earned or accumulated throughout the year and paid on the first pay in December of the contract year.

F. Beginning in 2013, the hourly rate to be paid to any Covered Employee performing traffic control duties for outside contractors shall be paid at the rate of \$75.00 per hour.

ARTICLE XII: SHIFT DIFFERENTIAL

A. Four percent (4%) of the hourly rate for the 6pm-6am shift (1800 to 0600 hrs.) shall be added to the base salary of any Covered Employee working that shift. No other shift differential shall apply.

ARTICLE XIII: ANNUAL VACATION SCHEDULE WITH PAY

A. All Covered Employees 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 his 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.

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 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 his 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 XIV: 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 his 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 his designee.

ARTICLE XV: 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: 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 in any calendar year covered by this Agreement exceed the sum of One Thousand (\$1,000.00) Dollars.

C. The parties further agree that, within sixty (60) days of the execution of this Agreement, a one-time payment of compensatory time in the amount of Five

Hundred (\$500.00) Dollars shall be paid to Covered Employees hired by the Borough between January 1, 2009 and December 31, 2011.

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 Program, known as "Patriot V," with, among other things, a Five (\$5.00) Dollar primary physician co-payment, which is currently administered through the Aetna Life Insurance Company and/or Aetna Health Administrators LLC, or comparable plan. All Covered Employees shall contribute to the premium cost of health benefits as prescribed in Chapter 78 of the Public Laws of the State of New Jersey.

B. The Borough will provide Covered Employees and their immediate families, a prescription plan with an \$8.00 co-payment for generic brand drugs, a \$15.00 co-payment for formulary drugs, and a \$35.00 co-payment for name brand drugs. The Borough retains full control and authority over the form and administration of this prescription plan.

C. The Borough shall provide a dental plan to all Covered Employees and their families at a level of benefit equal to or greater than the plan known as the Delta Dental Plan currently offered through the Southern New Jersey Health Insurance Fund.

D. For the duration of this agreement, the Borough agrees to pay up to Seven Hundred Fifty Dollars (\$750.00) for prescription optical needs for each Covered Employee and his immediately family upon presentation of written verification of prescription optical needs. Verification shall include a prescription from a licensed physician and a detailed receipt confirming the prescription optical services that were dispensed.

E. **Health Care Election** - Pursuant to and governed by the Personnel Manual adopted by the Borough, a Covered Employee may elect to decline his/her or her health insurance benefit, 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 his/her or her 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 his/her intention to return to the Borough's health insurance, and may only return effective the first calendar day of the month of return.

F. 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 after twenty-five (25) years of service in the Borough of Barrington. 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. Payment of post-retirement health benefits are subject to the subject to the following provisions:

1. If the retired Covered Employee dies, the Borough shall continue to pay for the health benefits of his spouse so long as she does not remarry, and for his 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 he retires from the Barrington Police Department, and if his new employer offers to pay all or part of his health benefits, then the Borough shall pay for said retired Covered Employee's insurance 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 his/her subsequent employer as to the status of the subsequent employee's health benefits.

3. If the retired Covered Employee and his 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 retired Covered Employee only, not his spouse or children, a dental plan equivalent to that provided to the Covered Employee of the Association in Section "C" above. Covered Employees who retire on or after January 1, 1999, may include their spouse and/or eligible dependents in the dental plan provided the retired Covered Employee pays the monthly premium, plus two percent (2%) for the coverage.

5. Any Covered Employee who retires with Borough provided benefits after December 31, 2012, shall have the same benefits as those provided to active employees and said benefits may change from time-to-time. Both retirees and active employees shall receive proper notification of any change in benefits.

6. Retiring employees shall contribute to the cost of post-retirement health benefits pursuant to Chapter 78, P.L. of 2011.

G. The Borough and the Association agree to reopen the contract solely for the purpose of negotiating healthcare benefits in relation to a possible move of the Borough's healthcare contracts to the New Jersey State Health Benefits Plan (SHBP).

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 (\$20.00) shall be paid to any full-time Covered Employee who, on his 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 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. Notwithstanding the terms and conditions as set forth in Article IX, above and this Article, beginning in 2014, 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 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 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 his 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, Captain, or Chief, 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 XI, Section F. 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 Patrolman 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, 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 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 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.

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: 1/14/14


MICHAEL DRUMM
P.B.A #328
BARRINGTON REPRESENTATIVE

Dated: 1-14-14


KEVIN HIBBITT
P.B.A #328
BARRINGTON REPRESENTATIVE

Dated: 1/14/14


MICHAEL MINARDI
P.B.A #328
BARRINGTON REPRESENTATIVE


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.



ROBERT KLAUS, MAYOR



ROBERT DELVECCHIO, COUNCILMAN



**MAUREEN BERGERON, COUNCILWOMAN
DIRECTOR OF PUBLIC SAFETY**



**KIRK POPIOLEK, COUNCIL PRESIDENT
DIRECTOR OF FINANCE**

ATTEST:



TERRY SHANNON, BOROUGH CLERK

Dated: 1/29/14