CONTRACT AGREEMENT BETWEEN

THE BOROUGH OF BERLIN

AND

PBA LOCAL 362

January 1, 2015 to December 31, 2017

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ARTICLE I

ASSOCIATION RECOGNITION

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

ARTICLE II

CONTRACT PERIOD

This agreement shall be effective on January 1, 2015 and shall remain in full force and effect until December 31, 2017.

ARTICLE III

ENTIRE AGREEMENT AND MAINTENANCE OF RIGHTS

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

ARTICLE IV

SEVERABILITY

- A. In the event that any provisions of this agreement between the parties shall be held by operations of law, or by order of any court or administrative agency of competent and final jurisdiction, to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby, but shall be continued in full force and effect.
- B. Any provision so found in Paragraph "A" above shall be open for renegotiation by either party by giving 30 days' written notice thereof to the other party.

ARTICLE V

CHECKOFF/AGENCY SHOP

- A. It is understood and agreed between the employer and the union that the employer will deduct any back unpaid union dues and initiation fees owed the union (provided such indebtedness for dues or initiation fees was incurred during employment with the employer) as well as current monthly dues and initiation fees, from the paycheck of all officers who have signed proper legal authorization for such deductions and who are covered by the agreement, on the last pay day of the month preceding the current month for which current union dues and initiation fees are due the union. The employer further agrees to remit to the secretary treasurer of the union, immediately after the checkoff pay day, all union dues and imitation fees so deducted from the paychecks of officers covered by this agreement.
- B. Each officer covered by this agreement who fails voluntarily to acquire or maintain membership in the union shall be required as a condition of employment, beginning on the 30th working day or six (6) weeks of employment, whichever is greater, to pay the union a service charge as a contribution toward the administration of this agreement and the representation of such officers. The service charges for services rendered by the union shall be an amount equal to 85 percent of the regular membership dues and initiation fees or the maximum allowed by law. The PBA represents to the employer that it maintains a Demand and Return System as required by law. In addition, the PBA shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon office written representation submitted by the PBA to the Employer concerning representation fee and/or dues deduction.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Purpose

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

B. Definition

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

C. Presentation of a Grievance

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

STEP 1:

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

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

STEP 2:

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

STEP 3:

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

STEP 4:

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

- (b) The parties will then attempt to select a mutually agreeable arbitrator, and if this cannot be accomplished within seven (7) calendar days of the normal work week, then, in that event, a joint request will be made to the Public Employees Relations Commission, hereinafter referred to as PERC, to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The request to PERC must be made within seven (7) calendar days of the normal work week after it has been determined that a mutually agreeable arbitrator cannot be selected.
- (c) The parties agree that they will comply with the rules of PERC pertaining to the selection of arbitrators.
- (d) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing nor subtract anything from the agreement between the parties or any policy of the borough. The arbitrator will submit findings of fact, which shall be binding upon the parties.
- (e) If there are any costs of services of the arbitrator, costs shall be borne equally by the Borough and the PBA; except that a party incurring a late cancellation fee shall be responsible for full payment.

ARTICLE VII

INSPECTION OF PERSONNEL RECORDS

- A. Each officer shall be entitled to inspect his/her personnel record upon written request to the Chief of Police. Said inspection shall take place between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays.
- B. Each officer shall receive a copy of any written letters, awards, or commendations, or written complaints received by the Chief of Police or by the Borough of Berlin. This provision excludes internal memoranda and communications between the Chief of Police, Borough Administrator or Governing Body.

ARTICLE VIII

SCHEDULING

- A. The work week schedule shall be made and assigned for the month, no later than the first of each month preceding the month to be scheduled.
- B. No changes in scheduling are permitted without the prior notification to the PBA in writing at least seven (7) calendar days prior to the contemplated change.
- C. No proposed changes in scheduling by PBA members shall be acceptable without seven (7) calendar days written notice to the Chief of Police and the concurrence of the Chief to the proposed changes, except for the use of personal days when an emergency requires that shorter notice by given by the officer.
- D. Paragraphs B and C above shall not be applicable in times of emergency or significant problems with available manpower.

ARTICLE IX

LIABILITY AND FALSE ARREST INSURANCE

- A. The Borough shall provide the covered officers with a liability and false arrest insurance policy, and shall provide the Association with a copy of said policy.
- B. If an officer is arrested for alleged wrongdoing during the performance of his/her duties and subsequently found not guilty of the alleged wrongdoing, the Borough shall provide legal representation for the purpose of expunging said arrest record.
- C. The Governing Body shall provide legal representation for any member charged with a civil or criminal complaint alleging wrongdoing while in the performance of his/her duties in a manner consistent with State Law.

ARTICLE X

LEAVE TIME FROM DUTY

- A. In the event of the death of an officer's spouse, child or parent, said officer shall receive full pay for time lost from work from the day of death to the day after burial.
- B. In the event of death of an officer's brother, sister, father-in-law, mother-in-law, or grandparent of the officer, said officer shall receive full pay for lost time from work from the day of death to the day of burial. Since there may be unusual cases in which the day of death and the day of burial may be more than the usual two (2) to five (5) days apart, these circumstances will be referred to the Chief of Police and the Director of Public Safety whose decision will be final regarding the number and timing of days off. Under no circumstances shall the number of paid days off for bereavement leave exceed eight (8) days per occurrence.
- C. Any member of the PBA who holds an elective office in the Southern Camden County PBA Local #362 and who is required to attend state meetings or special functions within

that organization, shall be permitted time off, with pay, of the scheduled shift to attend the meetings or functions.

ARTICLE XI

OVERTIME

- A. Officers shall be paid overtime at a rate of one and one-half (1½) times their regular hourly rate for all hours worked in excess of regularly scheduled hours, including all instances where an officer is required to cover a shift for which he/she has not been previously scheduled. In the event that overtime is required at the conclusion of a regularly scheduled shift, the minimum amount of overtime to be worked and paid shall be one (1) hour. For all time subsequent to the first hour, overtime shall be paid to the nearest one-half (1/2) hour increment of actual time worked. Further, overtime worked as described above shall not qualify as minimum call-in as described in item "B" below.
- B. In the event an officer is scheduled off, and then is called into work, he/she shall be compensated for a minimum of three (3) hours at a rate of time and one-half (1.5) pay. The Detective shall be compensated for a minimum of three (3) hours call out pay if he is called out while off duty. Rate of pay is time and one-half (1.5) pay.
- C. The Chief of Police or his designee shall equitably distribute overtime assignments as follows: A seniority system shall be followed so that the overtime shall be offered to the officers on a seniority basis. Seniority will mean the years of service with the Borough of Berlin Police Department. A chart shall be maintained in the Police Department office, which will show which officer has received the overtime assignments and the date and time thereof. The chart shall be compiled so that the senior officer is at the top of the list and so on down the line. Assignments shall always be offered to the next senior officer who has not yet

been given an overtime assignment. However, in the assignment of overtime, there shall be a preference for full-time police officers over part-time police officers.

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

E. Officers required to perform 40 hours of mandatory Attorney General Training, and must be approved by the Chief each year, shall be compensated with pay for 20 hours at the overtime rate of time and one half (1/2) and 20 hours of comp time at the rate of time and one half (1 ½). Should the mandatory Attorney General Training hours increase or decrease, officer shall be paid 20 hours of the mandatory training hours at a rate of time and one half (1 ½) and the remaining hours in comp time at the rate of time and one half (1 ½). Officers opting to do so must notify the Chief of Police in January of each year for budget purposes. The monetary payment shall be issued in the first pay period in December. The comp time shall be taken when there are three (3) or more officers scheduled to work. This schedule is agreed to for the purpose of minimizing overtime pay and the related costs to the Borough.

ARTICLE XII

HOLIDAYS & PERSONAL DAYS

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

New Year's Day

Martin Luther King Day

New Year's Eve (1/2 day)

President's Day

Good Friday

Easter

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas

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

Compensation for holidays shall be as follows:

In the event an officer works on a holiday, he/she will receive straight pay. In addition, he/she will receive two (2) time pay (double time). Combined compensation would be triple time for hours worked on the holiday. This paragraph specifically prohibits compensatory days off for holidays worked, however, compensatory time shall be given in the amount necessary in order to have combined compensation for the holiday by eight (8) hours (example: an officer works 7:00 p.m. to 7:00 a.m. and the holiday falls on the portion of the shift that are morning hours – the officer would receive triple time pay for seven (7) hours and one (1) compensation hour).

B. In the event an officer is scheduled off on a holiday, he/she shall then be entitled to eight (8) hours off at straight time. If an officer is scheduled off on a holiday, but is called in, he/she shall be compensated at the rate of straight time, pay, and in addition, he/she shall receive two (2) time pay (double time). Combined compensation would be triple time for hours worked on the holiday. If an officer is on workers' compensation or disability leave, he will not be entitled to the one (1) 8 hours off at straight time. Any officer, who received a day off in lieu of a holiday, must take that day off by December 31st of that year. If a day off is earned during the months of November and December, then said day off must be taken by March 1st.

- C. Holiday and vacation requests shall be requested on an approval form; and said form shall be acted upon and returned to the requesting officer on or before the fifth (5th) day of said request or the request shall be deemed approved.
- D. Any Federal or State holiday adopted or observed by the municipality shall become a part of this contract. This shall not apply to weather related events.

ARTICLE XIII

VACATIONS

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

- A. After the first year anniversary, the officer shall receive five (5) days 40 hours vacation.
- B. An officer after two (2) years of employment shall receive ten (10) days 80 hours vacation.
- C. An officer after five (5) years of employment shall receive fifteen (15) days 120 hours vacation.
- D. An officer after eight (8) years of employment shall receive twenty (20) days 160 hours vacation. All officers hired on or after January 1, 2015 shall remain at twenty days (160 hours vacation until the commencement of 25 years of service.
- E. An officer after twelve (12) years of employment shall receive twenty-five (25) days 200 hours vacation. However, all officers hired on or after January 1, 2015 shall be limited to a maximum of twenty-three (23) days (183 hours) of vacation at the commencement of 25 years of service.
- F. If an officer desires to work all or a portion of his/her vacation, he/she shall be permitted to do so provided he/she requests same in writing to the Chief of Police who shall have

D. Any holiday adopted or observed by the municipality shall become a part of this contract.

ARTICLE XIII

| VACATIONS- PER DISCUSSION W/ CHI | EF |
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- A. After the first year anniversary, the officer shall receive five (5) days 40 hours vacation.
 - B. An officer after two (2) years of employment shall receive ten (10) 80 hours vacation.
 - C. An officer after five (5) years of employment shall receive 15 days 120 hours vacation.
- D. An officer after eight (8) years of employment shall receive 20 days 160 hours vacation.
 - E. An officer after 12 years of employment shall receive 25 days 200 hours vacation.
- F. If an officer desires to work all or a portion of his/her vacation, he/she shall be permitted to do so provided he/she requests same in writing to the Chief of Police who shall have the sole discretion to permit the officer to work during all or a part of his/her vacation; provided that an officer shall not be permitted to work more than ten (10) vacation days per year The written request must be submitted to

the Chief of Police no later than ten (10) days after the vacation schedule is posted. (BASED ON 8 HR MAY)

- G. Specific requests for vacation must be submitted to the Chief of Police on the proper form, no later than April 30th of the vacation year.
- H. For the purposes of computing vacation time, the officers anniversary date shall be used.

the sole discretion to permit the officer to work during all or part of his/her vacation; provided that an officer shall not be permitted to work more than ten (10) vacation days per year. The written request must be submitted to the Chief of Police no later than ten (10) days after the vacation schedule is posted.

- G. Specific requests for vacation must be submitted to the Chief of Police on the proper form, no later than April 30th of the vacation year.
- H. For the purposes of computing vacation time, the officer's anniversary date shall be used.
- I. The Chief of Police or his designee shall determine any proposed changes in the schedule of vacations, and said determinations shall be based upon seniority.
- J. Vacation pay will be computed on the base annual salary of each individual officer.
- K. Vacation time for all officers shall be scheduled and taken within the year it is earned, with the exception of Paragraph "F" above.
- L. Provided that two (2) weeks' notice of the scheduled vacation is given to the payroll clerk, the vacation pay shall be given to the officer in the pay period prior to his/her scheduled vacation.

ARTICLE XIV

MEAL ALLOWANCE – TRAVELING EXPENSES

A. If an officer covered by this contract is on special assignment, he/she may receive a meal allowance upon written request to the Chief of Police. Said meal allowance shall be granted in the discretion of the Chief of Police. Special assignment is defined as duty that is distinctive or unusual in regard to regular working conditions. Meal allowances are defined as

\$10.00 for breakfast, \$12.00 for lunch, and \$15.00 for supper. If a meal allowance is granted, the officer shall receive an additional 15 percent of said allowance for tipping.

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

ARTICLE XV

CLOTHING

- A. Each officer upon hire shall be provided with full issue of uniforms, including leather gear.
 - B. The Borough shall replace uniforms and equipment as needed.
 - C. Each officer shall receive one (1) pair of shoes annually.
- D. Each officer shall receive an annual uniform maintenance allowance of \$700.00 for maintenance and cleaning of uniforms. Payment shall be by check with appropriate taxes being withheld. A Detective shall be allotted the additional sum of \$730.00 each year, and said allotment shall be used to purchase clothing for use in the performance of detective duties. Payment shall be made by check with the appropriate taxes being withheld. The maintenance and

cleaning allowance only shall increase by \$50.00 effective January 1, 2016 and by an additional \$50.00 effective January 1, 2017.

E. All payments shall be made annually on December 1st.

ARTICLE XVI

COURT TIME

- A. In the event that an officer is required to attend the courts described hereinafter, and said officer is not on duty at the time, then he/she shall be entitled to receive an allowance for each appearance. Payments are to be made in the first pay period following said court appearance. Any officer appearing in any federal, state, county, or municipal court, including hearings and grand jury, shall receive an allowance of \$200.00 for each appearance.
- B. In the event any full time officer is used as a Municipal Court Bailiff, said officer will be paid \$ 200.00 for the first four hours, and then an additional straight time rate for each hour worked thereafter.
- C. In the event an officer is on a paid leave of absence or in not working due to a job-related injury and is receiving workers' compensation benefits, he/she will not be paid for court appearances.

ARTICLE XVII

HEALTH BENEFITS & SICK LEAVE

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

Direct 10 Plan he/she shall be obligated to pay the difference between the Direct 10 or another plan that has a premium that is greater than Direct 15, he/she shall be obligated to pay the difference between the selected plan's premium and the Direct 15 premium.

- B. All officers hired <u>after</u> the execution of this agreement, shall be entitled to single coverage and coverage for all eligible dependents. For a period of three (3) years after the date of hire, said employee must pay the full cost of any spousal/civil union/domestic partners coverage. After the three (3) year period, the spousal/civil union/domestic partner coverage shall be at no cost to the employee, unless premium sharing is required by applicable law or by contract (Tier 4, see below). The PBA specifically acknowledges that all employees covered hereunder are contractually obligated to continue contributing towards the medical insurance premium at Tier (4) four level, contractually and in accordance with P.L. 2011, c. 78, for the duration of this Agreement.
- C. In the event that an officer receives workers' compensation for a work-related injury, the Borough shall pay the difference between such benefits from workers' compensation and the officer's regular rate of pay for a period of 12 months from the date of injury.
- D. Sick Leave: Effective January 1, 2016, unlimited sick leave shall be eliminated. In exchange all unit members shall receive 72 hours of sick time for each year or partial year of service with the Borough. Effective January 1, 2016 and each January 1, thereafter, each unit member shall receive twenty (12) days of sick time for each year. For purposes of calculation, those unit members working an eight and one-half (8.5) hour shift, shall receive one hundred and two (102) hours per year. Those unit members working a twelve (12) hour shift, shall receive one hundred and forty-four (144) hours per year. Sick time shall accumulate from year-to-year. After

- 24 hours continued absence, a physician's certificate must be presented to the Chief of Police, at his discretion, on the next day that the officer reports for work.
- E. All officers shall contribute to the New Jersey State Temporary Disability Fund.

 Officers out of work due to a non-work-related injury or illness must apply for New Jersey State

 Temporary Disability Benefits after exhausting all sick time. Sick time may be extended through implementation of a sick bank set forth herein.
- F. Irrespective of the above, all officers shall contribute to the cost of health benefits as mandated and preempted by P.L. 2011, c. 78. After the full implementation of the health benefit contribution, the level of contribution shall remain at the fourth year level (100% of the required contribution) during the term of this Agreement. Thereafter, in any successor contract, the contribution structure shall be negotiable, starting from the point of full implementation as required by law. All contributions shall be subject to Federal Section 125 Plan.
- G. Employees who have health coverage through other sources (proof of other coverage required) may waive their health benefits offered through the Borough and in accordance with State Law may receive not more than 25% of the amount saved by the employer because of the waiver or \$5,000 per annum, whichever is less, payable on or about December 1st of each year on a prorated basis. Under State Law, multiple coverage's in the NJSHBP or the New Jersey School Employee's Health Benefit Program ("NJSEHBP") is prohibited. Payment to employees for waiving health benefits is only permitted if the other coverage is through a non NJSHBP/NJSEHBP plan. All other waiver provisions of Chapter 2, P.L. 2010 and/or P.L. 2011, c. 78 shall apply.
- H. Notwithstanding any of the foregoing, any officer killed while on active duty shall receive full medical coverage to his/her spouse and dependents subject to the following

limitations. The spouse shall be covered for health benefits until age 65 or until said spouse remarries. All dependents shall be covered until the age of twenty-six (26). The full cost of said benefits shall be paid by the State of New Jersey pursuant to N.J.S.A. 43:16A-10(6). In the event the referenced statute is repealed, the full cost of said benefits shall be paid by the employer.

ARTICLE XVIII

SICK BANK

- A. A Sick Leave Bank has been established to provide compensable leave coverage to bargaining unit members who are absent for an extended period due to catastrophic illness or injury. This Bank shall operate in accordance with the following rules and regulations:
- 1. A unit member is eligible to participate in the Sick Bank only if he/she has given written notice of his/her desire to donate a minimum of one (1) sick day during the initial enrollment period which shall commence upon the execution of this Contract and remain open for a period of thirty (30) days. A new employee may enroll within thirty (30) days of employment. Failure to enroll during the initial enrollment period shall preclude an officer from participating in the Sick Bank Program. Once enrolled, one (1) sick day annually shall be automatically donated, unless an officer withdraws therefrom upon written notice to the payroll department. Any days previously donated by any officer shall remain in the Sick Bank. An officer that withdraws from the Sick Bank program, shall not be permitted to re-enroll.
 - 2. Unit member contributions shall be voluntary.
 - 3. The Sick Leave Bank shall be available only to those unit members who have:
 - a) Donated a minimum of one (1) sick day during the initial enrollment period and continues to donate one (1) sick annually;

- b) Exhausted all of their earned and accumulated leave time (i.e. vacation, sick, personal);
- c) Been absent a minimum of sixty (60) consecutive workdays;
- 4. A unit member who is eligible to utilize the Sick Bank must submit a written request to do so to the Mayor and/or Administrator. The request shall outline the nature of the problem and the reason(s) for the requested use of the Sick Bank and shall include medical verification of illness, injury, or disability. Verification of continued disability will be required at reasonable intervals. The Borough Council reserves the right to have the unit member examined by medical personal of its choice.
- 5. A unit member's use of the Sick Bank shall be subject to the approval of the Borough Council.
- 6. A unit member shall be limited to no more than one hundred fifty (150) Sick Bank days in a three (3) year period.
- 7. Sick Leave Bank days cannot be extended automatically from one (1) work year to another. However, in the event any unit member using the Sick Leave Bank at the end of the work year is still unable to return to work at the beginning of the next work year, that member must first (1st) use all of his/her new entitlements (sick days, personal days, vacation days, etc.) for that new year before he/she is approved to continue Sick Leave bank use. The minimum and maximum numbers of days' limits still apply.

ARTICLE XIX

SALARIES

All full-time officers of the Berlin Borough Police Department who are employed as of the December 31, 2014 shall be paid the annual salaries listed the attached Addendum A, annexed hereto. All full-time officers of the Berlin Borough Police Department who are employed on or after January 1, 2015, shall be paid the annual salaries listed in the attached Addendum B, annexed hereto.

ARTICLE XX EDUCATIONAL REIMBURSEMENT

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

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

ARTICLE XXI

RETIREMENT

- A. Officers retiring on either regular or disability pension shall be paid for unused holiday and vacation days. An officer shall be eligible to receive payment for 50% of his accumulated sick time upon retirement to a maximum payment of \$15,000. The amount is to be determined by the base annual compensation for the last year of the officer's employment prior to the effective date of his/her retirement. If eligible, the payment shall be made within thirty (30) days of his/her official retirement date.
- B. Officers intending to retire on either age and service or disability pension shall, accordingly notify the Director of Public Safety or his designee 180 days prior to the date at

which said retirement is to become effective.

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

moving to a reduced level of coverage. These benefits shall apply to officers, who have retired on a disability pension or who have retired after 30 years or more of service credit in a state or locally administered retirement system and a period of service of at least 25 years with the Borough at the time of retirement. For all such retired officers and their spouses/civil union/domestic partners who are eligible for Medicare, Medicare will become the primary insurer for the Officer when he is eligible and his spouse/civil union/domestic partner when they are eligible. In addition, the Borough shall be obligated to provide the retiree a supplemental health care benefits through AARP - United Health Care, Plan F, as attached – Addendum "C", or equal. In addition, the retiree shall be entitled to be reimbursed Medicare Part B by the Borough in retirement. Contributions towards health care at retirement shall be governed by the provisions of Chapter 2, P.L. 2010 and/or P.L. 2011, c. 78, to the extent applicable.

ARTICLE XXII

DEATH BENEFITS

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

ARTICLE XXIII

PHYSICAL FITNESS

- A. In order to encourage and reward members of the unit who choose to stay fit, healthy, and presentable to the public, the employer shall offer the following incentive to members of the unit who complete the following physical fitness test:
 - Run a mile in less than 8 minutes and 30 seconds or ride a bicycle 2 miles in less than 8 minutes and 30 seconds,
 - 2. Perform 35 push-ups in less than 2 minutes.
 - 3. Perform 30 sit-ups in less than 2 minutes.
- B. The physical fitness test shall be given annually in the month of September. The Chief of Police must conspicuously post the date, time, and location of the physical fitness test no less than two (2) weeks prior to the posted date. A representative of Council, or their appointed designee, must be present during all tests and the Chief of Police or his designee shall administer the test
- C. Any member of the unit completing the physical fitness test shall receive an incentive pay of \$300.00. Such payment shall be made by the employer in due course upon presentation of a voucher by the member of the unit during the <u>first</u> week of December of each year.

ARTICLE XXIV OFFICER RIGHTS

A. A separate personnel history file shall be established and maintained for each employee covered by this Agreement which shall be confidential and shall be maintained at Police Headquarters by the Chief of Police. All personnel history files will be carefully

maintained and permanently safeguarded, and nothing placed in any file shall be removed from the file without notification to the employee and except as provided herein or by operation of the law.

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

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

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

| ATTEST: | BOROUGH OF BERLIN |
|----------------|------------------------|
| Chelen Sont | 4 Shell MAYOR |
| | |
| ATTEST: | SOUTHERN CAMDEN COUNTY |
| 4 | PBA LOCAL #362 |
| Charles Sort | Sor. With It +45 |
| Dated: 3/17/16 | Dest Mills. lel #52 |
| • | |
| | |
| | |

SIDE BAR AGREEMENT ONE

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

- 1. All officers who live within 6 miles from Borough Hall shall be allowed to commute to and from their home with their assigned police vehicle and to maintain that vehicle at their place of residence while off-duty;
- 2. The purpose of such vehicle use and allowance is to promote crime prevention by establishing a police presence in the neighborhood in which an officer lives and to allow officers to respond in a timely manner if recalled to duty.
- 3. If the per gallon cost of fuel as charged to the Borough exceeds \$3.00 those officers who reside outside of the boundaries of the Borough may no longer maintain such vehicle at their residence until the stabilization of said fuel costs.
- 4. Except as so agreed to herein the terms of the current Collective Negotiations Agreement and all past practices between the Borough and PBA remain status quo.
- 5. In consideration for the foregoing, the PBA withdraws its grievance regarding the removal of vehicles, with prejudice.

FOR THE PBA

159+ Mill A. Sels#52

FOR THE BOROUGH

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SIDE BAR AGREEMENT TWO

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

- 1. All Class II Officers employed at the time of the execution of this Contract shall be considered "hired" prior to the execution of this Contract for purposes of application of XVII Health Benefits & Sick Leave. Accordingly, any such Class II Officers shall be entitled to and the Borough shall provide such officers, their spouses/civil union/domestic partners and their eligible dependents with the New Jersey State Health Benefits Plan, or a comparable health plan in accordance with the provisions of the Health Benefits and Sick Leave section of the Contract.
- 2. However, <u>all full-time officers</u> of the Berlin Borough Police Department who are employed on or after January 1, 2015, shall be paid the annual salaries listed in the attached Addendum B. In addition, the new hire provisions set forth in Article XIII Vacations, shall also apply. This shall include the Class II officers referenced in paragraph 1., of this Side Bar Agreement Number Two.

FOR THE PBA

FOR THE BOROUGH

Osg Tune A. Mr. 450

ADDENDUM 66 A ??

Hired before January 1, 2015

| STEP | 1/1/2015 | 1/1/2016 | 1/1/2017 |
|---------------|-------------|--------------|--------------|
| Ptl. 1st Year | \$46,710.20 | \$47,644.40 | \$48,597.29 |
| Ptl. 2nd Year | \$51,929.66 | \$52,968.25 | \$54,027.62 |
| Pti. 3rd Year | \$57,585.67 | \$58,737.38 | \$59,912.13 |
| Ptl. 4th Year | \$69,152.97 | \$70,536.03 | \$71,946.75 |
| Ptl. 5th Year | \$74,711.07 | \$76,205.29 | \$77,729.40 |
| Ptl. 6th Year | \$80,334.68 | \$81,941.37 | \$83,580.20 |
| Ptl. 7th Year | \$85,958.28 | \$87,677.45 | \$89,430.99 |
| Sgt. | \$91,264.61 | \$93,089.90 | \$94,951.70 |
| Lì. | \$98,709.31 | \$100,683.50 | \$102,697.17 |

ADDENDUM "B"

| | Α | В | С | D | Ε | F | G |
|----|----------|--------------------|---------------------|-----------------------|-------------------|-----------------------|------------------|
| 1 | | | | | | | |
| 2 | Hired a | after January 1 | ., 2015 | | | | |
| 3 | STEP | 1/1/2015 | 1/1/2016 | 1/1/2017 | | | |
| 4 | Ptl. #1 | \$45,794.31 | \$45,794.31 | \$45,794.31 | | - | |
| 5 | Ptl. #2 | \$48,354.21 | \$48,354.21 | \$48,354.21 | | | |
| 6 | Ptl #3 | \$51,057.21 | \$51,057.21 | \$51,057.21 | | | |
| 7 | Ptl #4 | \$53,839.83 | \$53,839.83 | \$53,839.83 | | | |
| 8 | Ptl #5 | \$56,774.10 | \$56,774.10 | \$56,774.10 | | | |
| 9 | Ptl #6 | \$62,474.22 | \$62,474.22 | \$62,474.22 | | | |
| 10 | Ptl #7 | \$68,746.63 | \$68,746.63 | \$68,746.63 | | | |
| 11 | Ptl #8 | \$71,510.25 | \$71,510.25 | \$71,510.25 | | | |
| 12 | Ptl #9 | \$74,384.96 | \$74,384.96 | \$74,384.96 | | | |
| 13 | Ptl #10 | \$77,181.83 | \$77,181.83 | \$77,181.83 | | | |
| 14 | Ptl #11 | \$80,083.87 | \$80,083.87 | \$80,083.87 | | | |
| 15 | Ptl #12 | \$82,886.81 | \$82,886.81 | \$82,886.81 | | | |
| 16 | Ptl #13 | \$85,787.84 | \$85,787.84 | \$85,787.84 | | } | |
| 17 | Ptl #14 | \$89,430.99 | \$89,430.99 | \$89,430.99 | | | |
| 18 | Sgt. | \$91,264.61 | \$93,089.90 | \$94,951.70 | | | *** |
| 19 | Lt. | \$98,709.30 | \$100,683.49 | \$102,697.16 | | | |
| 20 | | | | | | | |
| 21 | No other | increases are comt | emplated between th | ne parties except for | this set forth he | erein during the life | of the contract. |

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ADDENDUM 66C?

Your Guide to AARP Medicare Supplement Insurance Portfolio of Plans

How to Use Your Guide

This Guide contains detailed information about the AARP Medicare Supplement Insurance Plans.

The AARP Medicare Supplement Insurance Portfolio of Plans, insured by UnitedHealthcare Insurance Company, provides a choice of benefits to AARP members, so you can choose the plan that best fits your individual supplemental health insurance needs.

To help you choose the AARP Medicare Supplement Plan to meet your needs and budget:

- Look at the Cover Page which shows the benefits of each Medicare supplement plan and indicates any specific provisions that may apply in your state. Also be sure to review the Monthly Premium information. Benefits and cost vary depending upon the plan selected.
- For more information on a specific plan, look at the chart(s) which outline(s) the benefits of that plan. The
 detailed chart(s) show(s) the expenses Medicare pays, the benefits the plan pays and the specific costs you
 would have to pay yourself.

If you have any questions, call toll free, 1-800-523-5800, any weekday from 7 a.m. to 11 p.m. or Saturday from 9 a.m. to 5 p.m., Eastern Time. For members with speech or hearing impairments who have access to TTY, call 711 weekdays from 9 a.m. to 5 p.m., Eastern Time. Hablamos español — llame al 1-800-822-0246, de lunes a viernes, de las 8 a.m. a las 5 p.m. y sábado de las 9 a.m. a las 5 p.m., hora del este.

Eligibility to Apply

To be eligible to apply, you must be an AARP member or spouse of a member, age 50 or older, enrolled in both Part A and Part B of Medicare, and not duplicating any Medicare supplement coverage. (If you are not yet age 65, you may only enroll in Plan C. You must enroll within 6 months of enrolling in Medicare Part B, unless you are an "Eligible Person" entitled to Guaranteed Acceptance as shown under the following "Guaranteed Acceptance" section.)

Guaranteed Acceptance

- Your acceptance in any plan is guaranteed during your Medicare supplement open enrollment period which lasts for 6 months beginning with the first day of the month in which you are both age 65 or older and enrolled in Medicare Part B.
- If you lose health insurance coverage and are an eligible AARP member, you may be considered an "Eligible Person" entitled to guaranteed acceptance and you may have a guaranteed right to enroll in certain AARP Medicare Supplement Plans under specific circumstances. You are required to:
 - Apply within the required time period following the termination of your prior health insurance plan.
 - Provide a copy of the termination notice you received from your prior insurer with your application.
 This notice must verify the circumstances of your prior plan's termination and describe your right to
 guaranteed issue of Medicare supplement insurance.

If you have any questions on your guaranteed right to insurance, you may wish to contact the administrator of your prior health insurance plan or your local state department on aging.

Glossary of Terms

Medicare Eligible Expenses are the health care expenses of the kinds covered under Medicare Parts A and B that Medicare recognizes as reasonable and medically necessary. Physicians under Medicare can agree to accept Medicare's eligible expense as their fee amount. Your physician or surgeon may charge you more.

Excess Charge is the difference between the actual Medicare Part B charge as billed, not to exceed any charge limitation established by the Medicare program or state law, and the Medicare-approved Part B charge.

Hospital or Skilled Nursing Facility — A hospital is an institution that provides care for which Medicare pays hospital benefits. A skilled nursing facility is a facility that provides skilled nursing care and is approved for payment by Medicare. The skilled nursing facility stay must begin within 30 days after a hospital stay of 3 or more days in a row or a prior covered skilled nursing facility stay. Both the hospital stay and the skilled nursing facility stay must start while you are covered under this plan. Custodial care does not qualify as an eligible expense.

Lifetime Reserve Days are limited by Medicare to 60 days during your lifetime. Once these are used, Medicare provides no hospital coverage after 90 days of a benefit period.

Hospice Care means care for those who are terminally ill. Hospice Care typically focuses on comfort (controlling symptoms and managing pain) rather than seeking a cure.

General Information

AARP endorses the AARP Medicare Supplement Insurance Plans, insured by UnitedHealthcare Insurance Company. UnitedHealthcare Insurance Company pays royalty fees to AARP for the use of its intellectual property. These fees are used for the general purposes of AARP. AARP and its affiliates are not insurers.

This package describes the AARP Medicare Supplement Plans available in your state, but is not a contract, policy, or insurance certificate. Please read your Certificate of Insurance, upon receipt, for plan benefits, definitions, exclusions, and limitations. AARP Medicare Supplement Plans have been developed in line with federal standards. However, these plans are not connected with, or endorsed by, the U.S. Government or the federal Medicare program. The Policy Form No. GRP79171 GPS-1 (G-36000-4) is issued in the District of Columbia to the Trustees of the AARP Insurance Plan. By enrolling, you are agreeing to the release of Medicare claim information to UnitedHealthcare Insurance Company so your AARP Medicare Supplement Plan claims can be processed automatically.

AARP does not employ or endorse agents, brokers or producers.

This is a solicitation of insurance. An agent may contact you.

Exclusions

- Benefits provided under Medicare.
- Care not meeting Medicare's standards.
- Stays beginning, or care or supplies received, before your plan's effective date.
- · Injury or sickness payable by Workers' Compensation or similar laws.
- Stays or treatment provided by a government-owned or -operated hospital or facility unless payment of charges is required by law.
- Stays, care, or visits for which no charge would be made to you in the absence of insurance.
- Any stay which begins, or medical expenses you incur, during the first 3 months after your effective date will
 not be considered if due to a pre-existing condition. A pre-existing condition is a condition for which medical
 advice was given or treatment was recommended by or received from a physician within 3 months prior to
 your plan's effective date.

The following individuals are entifled to a waiver of this pre-existing condition exclusion:

- 1. Individuals who are replacing prior creditable coverage within 63 days after termination, or
- 2. Individuals who are turning age 65 and whose application form is received within six (6) months after they turn 65 AND are enrolled in Medicare Part B, OR
- 3. Individuals who are "Eligible Persons" entitled to Guaranteed Acceptance, or
- 4. Individuals who have been covered under other health insurance coverage within the last 63 days and have enrolled in Medicare Part B within the last 6 months.

Other exclusions may apply; however, in no event will your plan contain coverage limitations or exclusions for the Medicare Eligible Expenses that are more restrictive than those of Medicare. Benefits and exclusions paid by your plan will automatically change when Medicare's requirements change.

You Cannot Be Singled Out for Cancellation

Your Medicare supplement plan can never be canceled because of your age, your health, or the number of claims you make. Your Medicare supplement plan may be canceled due to nonpayment of premium or material misrepresentation. If the group policy terminates and is not replaced by another group policy providing the same type of coverage, you may convert your AARP Medicare Supplement Plan to an individual Medicare supplement policy issued by UnitedHealthcare Insurance Company. Of course, you may cancel your AARP Medicare Supplement Plan any time you wish. All transactions go into effect on the first of the month following receipt of the request.

The AARP Insurance Trust

AARP established the AARP Insurance Plan, a trust, to hold the master group insurance policies. The AARP Medicare Supplement Insurance Plan is insured by UnitedHealthcare Insurance Company, not by AARP or its affiliates. Please contact UnitedHealthcare Insurance Company if you have questions about your policy, including any limitations and exclusions.

Premiums are collected from you by the Trust. These premiums are paid to the insurance company for your insurance coverage, a percentage is used to pay expenses, benefitting the insureds, and incurred by the Trust in connection with the insurance programs. At the direction of UnitedHealthcare Insurance Company, a portion of the premium is paid as a royalty to AARP and used for the general purposes of AARP. Income earned from the investment of premiums while on deposit with the Trust is paid to AARP and used for the general purposes of AARP.

Participants are issued certificates of insurance by UnitedHealthcare Insurance Company under the master group insurance policy. The benefits of participating in an insurance program carrying the AARP name are solely the right to receive the insurance coverage and ancillary services provided by the program.

Medicare Supplement Plans
insured by United Healthcare
Insurance Company

AARP Medicare Supplement Plans insured by: UnitedHealthcare Insurance Company 1-800-523-5800

For information about the family of health products and services www.aarphealthcare.com

Plan Benefit Tables: Plan F

| Service | , | Medicare Pays | Plan F Pays | You Pay |
|--|--|---|---|-------------|
| Hospitalization¹ Semiprivate room and board, general nursing and miscellaneous services and supplies. | First 60 days | All but \$1,260 | \$1,260 (Part A deductible) | \$0 |
| | Days 61-90 | All but \$315 per day | \$315 per day | \$0 |
| | Days 91 and later while using 60 lifetime reserve days | All but \$630 per day | \$630 per day | \$0 |
| | After lifetime reserve days are used, an additional 365 days | \$0 | 100% of Medicare eligible expenses | \$02 |
| | Beyond the additional 365 days | \$0 | \$0 | All costs |
| Skilled Nursing Facility Care¹ You must meet Medicare¹s requirements, including having been in a hospital for at least days and entered a Medicare- approved facility within 30 days after leaving the hospital. | First 20 days | All approved amounts | \$0 | \$ 0 |
| | Days 21–100 | All but \$157.50 per day | Up to \$157.50 per day | \$0 |
| | Days 101 and later | \$0 | \$0 | All costs |
| Blood | First 3 pints | \$O · | 3 pints | \$0 |
| · | Additional amounts | 100% | \$0 | \$0 |
| Hospice Care Available as long as you meet Medicare's requirements, your doctoortifies you are terminally ill and you elect to receive these services. | or | All but very limited co-payment/ co-insurance for outpatient drugs and inpatient respite care | Medicare co-payment/ co-insurance | \$0 . |

Confinued on next page |

Notes

1 A benefit period begins on the first day you receive service as an inpatient in a hospital and ends after you have been out of the hospital and have not received skilled care in any other facility for 60 days in a row. 2 NOTICE: When your Medicare Part A hospital benefits are exhausted, the insurer stands in place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days as provided in the policy's "Core Benefits." During this time, the hospital is prohibited from billing you for the balance based on any difference between its billed charges and the amount Medicare would have paid.

Outline of Coverage | UnitedHealthcare Insurance Company Plan Benefit Tables: Plan F (continued)

| Medicare Part B: Medical Services | you determent tout | | | |
|--|--|---------------|---|--|
| ervice | | Medicare Pays | Plan F Pays | You Pay |
| Medical Expenses INCLUDES TREATMENT IN OR OUT OF THE HOSPITAL, | First \$147 of Medicare-approved amounts ³ | \$0 | \$147 (Part B deductible) | \$ 0 . |
| IND OUTPATIENT HOSPITAL REATMENT, such as: physician's ervices, inpatient and outpatient | Remainder of Medicare-approved amounts | Generally 80% | Generally 20% | \$0 |
| nedical and surgical services and supplies, physical and speech nerapy, diagnostic tests, durable nedical equipment. | | | | · .• |
| Part B Excess Charges Above Medicare-approved amounts | · | \$0 | 100% | \$0 |
| Blood | First 3 pints | \$0 | All costs | \$0 |
| , <u>,</u> | Next \$147 of Medicare-approved amounts ³ | \$0 | \$147 (Part B deductible) | \$ 0 |
| | Remainder of Medicare-approved amounts | 80% | 20% | · \$0 : |
| Clinical Laboratory Services | Tests for diagnostic services | .100%- | \$ 0 | \$0 |
| Parts A and B | | | 1000 | A STATE OF THE PARTY OF THE PAR |
| Service | | Medicare Pays | Plan F Pays | You Pay |
| Home Health Care Medicare-approved services | Medically necessary skilled care services and medical supplies | 100% | \$0 . | \$ 0 |
| Durable medical equipment Medicare-approved services | First \$147 of Medicare-approved amounts ³ . | \$0 | \$147 (Part B deductible) | \$0 |
| | Remainder of Medicare-approved amounts | 80% | 20% | \$0 |
| Other Benefits not covered by Me | dicare | | | |
| Service | | Medicare Pays | Plan F Pays | You Pay |
| Foreign Travel NOT COVERED BY MEDICARE— Medically necessary emergency care services beginning during the first 60 days of each trip outside the USA. | First \$250 each calendar year | \$0 | \$0 | \$250 |
| | Remainder of charges | \$ 0 | 80% to a lifetime maximum benefit of \$50,000 | 20% and amounts over the \$50,000 |

³ Once you have been billed \$147 of Medicare-approved amounts for covered services, your Part B deductible will have been met for the calendar year.

Adrianne Mckendry

ੌਾom:

Adrianne Mckendry <cfo@berlinnj.org>

_ent:

Tuesday, October 13, 2015 4:29 PM

To:

'hlong@wlwklaw.net'

Subject:

RE: police holiday pay question

Yes, all officers annual salary includes 14.5 holidays. It is the overtime for holidays worked that is not included in the salary guide.

From: hlong@wlwklaw.net [mailto:hlong@wlwklaw.net]

Sent: Tuesday, October 13, 2015 4:18 PM **To:** Adrianne Mckendry <cfo@berlinnj.org> **Subject:** Re: police holiday pay question

Are they included in the numbers I sent you? Base salary?

Howard C. Long, Jr., Esquire Wade, Long & Wood, LLC 1250 Chews Landing Road, Suite 1 Laurel Springs, NJ 08021 (856) 346-2800 (Office) (856) 346-1910 (Fax)

E-Mail: hlong@wlwklaw.net

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From: Adrianne Mckendry

Sent: Tuesday, October 13, 2015 3:51 PM

To: 'Howard Long'

Subject: FW: police holiday pay question

Hi,

Hopefully I am answering your question appropriately. The way that I believe the holiday pay works here is that all police officers are paid for holidays, regardless of whether or not they work. That is the portion that is included in their annual salary. Then, if an officer works a holiday, he gets paid a certain rate. The rate is dependent upon whether or not he is scheduled to work or is called into work for the holiday. Please see below where I try to explain this, as well as answer a question that council had asked about the cost of rolling holiday pay into the pensionable base.

Please let me know if I have not answered your question. Andi

Allui

From: Adriane McKendry [mailto:cfo@berlinnj.org]

Sent: Monday, September 14, 2015 1:51 PM

To: Charleen Santora <<u>clerk@berlinnj.org</u>> **Subject:** FW: police holiday pay question

Чі Charleen,

The more that I think about the question of how much would it cost the Borough to roll police holiday pay into the pensionable base, the more complicated the scenario becomes. Here is how I interpret the contract pages attached: All officers are entitled to 14.5 holidays. They are paid for these whether they work or not (at straight-time rate), therefore, these holidays are already a part of their pensionable base. The contract states that if the officers are scheduled to work the holiday, then they are paid for the hours worked at double-time (in addition to the regular straight-time mentioned above). If the officers are NOT scheduled to work the holiday, but are called in for some reason, then they are paid for the hours worked at time & ½ (in addition to the regular straight-time mentioned above).

So, as I think about this more, I have to ask the questions, "how many holidays do they want made a part of this possible offer and at what rate", since each officer is not working on all 14.5 holidays & they are paid at different rates" But, in order to provide you with something to assist the committee, I have come up with the following example, which they can change as they decide different scenarios:

 7^{th} year patrolman: \$84,272.82 - \$40.52/hour (\$60.78 1.5 OT rate; \$81.04 double-time rate) 14.5 holidays, assuming 12 hour shifts @ double-time rate = \$14,100.96 additional salary added to pensionable base Therefore, new pension base = \$98,373.78 (\$84,272.82 + \$14,100.96) Borough's employer's liability on additional holiday salary added = \$3,429.35 (\$14,100.96 x 24.32%)

Hopefully, this makes sense and is what you were looking for. If not, please let me know. Andi

From: Stacey DiVello [mailto:treasurer@berlinnj.org]

Sent: Monday, September 14, 2015 1:19 PM
To: Adriane McKendry < cfo@berlinni.org >

Subject: