

**CONTRACT BY AND BETWEEN**

**THE BOROUGH OF BARRINGTON**

**AND**

**P.B.A. LOCAL #328**

**JANUARY 1, 2024 THROUGH DECEMBER 31, 2027**

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## **ARTICLE I - TERM OF AGREEMENT**

This agreement shall apply from January 1, 2024, through December 31, 2027, period of four (4) years. This agreement supersedes and replaces all previous agreements between the parties.

## **ARTICLE II — RECOGNITION**

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

## **ARTICLE III — MANAGEMENT'S RIGHTS**

The Borough hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties, and responsibilities under R.S. 40, 40A, and R.S. 11 or any other national, state, county, or local laws or ordinances.

## **ARTICLE IV - POLICEMEN'S RIGHTS**

Pursuant to Chapter 303, Public Laws 1968, the Borough hereby agrees that the Covered Employees as referenced in Article II, above, shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Borough undertakes and agrees

that it shall not directly or indirectly discourage, deprive, or coerce any police officer in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it will not discriminate against any police officer with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association and its affiliates, collective negotiations with the Borough or institution of any grievance, complaint or other proceeding under this agreement with respect to any terms or conditions of employment.

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

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

3. The Borough and the Association agree that all Employees covered under this agreement have the right without fear of penalty or reprisal to form, join, and assist any employee's organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

#### **ARTICLE V - SALARY**<sup>1</sup>

A. If applicable, the Borough agrees that, inasmuch as it entered into a four (4) year contract with the Association, the agreed upon salary for the contractual years shall be paid retroactively to

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

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).

B. It is agreed that the starting salary for a newly hired recruit will be Thirty Six Thousand Dollars (\$36,000.00) per annum. Upon certification, the recruit's salary shall be increased to Forty Five Thousand Dollars (\$45,000.00) per annum for the first year. Upon conclusion of the first full year after certification, the salary shall be increased to Fifty Thousand, Dollars (\$50,000.00) per annum. The following summarizes the step salaries:

	2024	2025	2026	2027
RECRUIT	\$45,000.00	\$47,700.00	\$50,562.00	\$53,595.72
Step 1	\$50,000.00	\$53,000.00	\$56,180.00	\$59,550.80
Step 2	\$54,000.00	\$57,240.00	\$60,674.40	\$64,314.86
Step 3	\$59,000.00	\$62,540.00	\$66,292.40	\$70,269.94
Step 4	\$64,000.00	\$67,840.00	\$71,910.40	\$76,225.02
Step 5	\$69,000.00	\$73,140.00	\$77,528.40	\$82,180.10
Step 6	\$74,000.00	\$78,440.00	\$83,146.40	\$88,135.18
Step 7	\$79,000.00	\$83,740.00	\$88,764.40	\$94,090.26
Step 8	\$85,000.00	\$90,100.00	\$95,506.00	\$101,236.36
Step 9	\$92,000.00	\$97,520.00	\$103,371.20	\$109,573.47
CPL	\$96,000.00	\$101,760.00	\$107,865.60	\$114,337.54
SGT	\$103,000.00	\$109,180.00	\$115,730.80	\$122,674.65
LT	\$112,000.00	\$118,720.00	\$125,843.20	\$133,393.79

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

D. Non-ranking Covered Employees in the above step programs will get the annual increases that apply to step programs only. After a Covered Employee completes Year 9, the Covered Employee will then only receive the annual increases as negotiated.

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

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

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

1. For 2024, 4.0%
2. For 2025, 3.5%
3. For 2026, 3.0%
4. For 2027, 2.5%.

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## **ARTICLE VI — GRIEVANCE PROCEDURE**

### **A. PURPOSE**

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

### **B. DEFINITION**

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

### **C. SUBMISSION OF GRIEVANCE**

Before submission of a written grievance, the aggrieved party must attempt to resolve it informally. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provisions of the Agreement involved in the grievance, the time when and place where the alleged events or conditions constituting the grievance existed, and if known, the identity of the person(s) responsible for causing such events or conditions, and a general statement of the grievance and redress sought by the aggrieved party. A grievance shall be deemed waived unless it is submitted within thirty (30) days after the aggrieved party knew or should have known of the events or conditions on which it is based. A Covered Employee or group of Covered Employees may submit grievances, which affect them personally and shall submit such grievances to the Chief of Police.

#### **D. GRIEVANCE PROCEDURE**

The Chief of Police shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the Chief of Police or if no response is received within five (5) business days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Mayor and Council. The Mayor and Council, or its designated Council Members shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of its position with respect to the grievance no later than ten (10) business days after it is received by them.

#### **E. RIGHTS OF EMPLOYEES**

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

#### **F. PROCEDURE**

1. The following procedure will be used to secure the service of an arbitrator:
  - a. A joint request will be made to the Public Employee Relations Commission (hereinafter referred to as PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question;
  - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request PERC to submit a second roster of names;

c. If the parties are unable to determine within ten (10) working days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator;

d. The arbitrator shall be limited to the issue submitted and shall consider nothing else. They can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Borough. The recommendations of the arbitrator will be binding on both parties. Only the Mayor and Council and the aggrieved party and representatives shall be given copies of the arbitrator's reports of findings and recommendations.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specific time limits shall permit the aggrieved party to proceed to the next step.

3. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

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

## **ARTICLE VII — SPECIAL LEAVE OF ABSENCE**

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

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

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

#### **ARTICLE VIII - BEREAVEMENT BENEFITS**

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

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

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

## **ARTICLE IX — OVERTIME**

In accordance with the Ordinance fixing salaries and compensation to be paid to the Covered Employees, overtime shall be paid for any time worked over the Covered Employees' regular schedule, excluding Court Time (Article XVIII) and Compensation Time: Garcia Time (Article XIV, Section A). The hourly rate of overtime shall be calculated by dividing the Covered Employees' annual salary by 2080 hours and multiplying the results by one and one half- (1 1/2),

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

B. Any Covered Employee who works overtime on a legal holiday as set forth in Article XIII of the Agreement, shall be paid the hourly rate of overtime, calculated by dividing the Covered Employees' annual salary by 2080 hours and multiplying the results by one and one half (1 1/2).

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

D. In the event accrued overtime is not used, the Covered Employee may elect to take accrued overtime as time off in lieu of payment during the calendar year it is accrued. For purposes of this subsection, the time shall be determined by taking the overtime worked and multiplying the hours by one and one half (1 1/2).

E. The hourly rate to be paid to any Covered Employee performing traffic control duties for outside contractors shall be \$90.00 per hour.

## **ARTICLE X - SHIFT DIFFERENTIAL**

\$1.00 per hour shall be added to the hourly rate for the 6pm-6am shift (1800 to 0600 hrs.) for any Covered Employee working that shift. No other shift differential shall apply.

**ARTICLE XI - ON-CALL PAY**

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

**ARTICLE XII - ANNUAL VACATION SCHEDULE WITH PAY**

A. All Covered Employees shall be entitled to a paid vacation each twelve (12) months during the term of this agreement. Vacation time shall be permitted subject to the discretion of the Chief of Police or designee. Vacation time shall be computed in accordance with the following requirements:

1. From the date of hire up to the fifth (5th) year of service, ten (10) days per year.

2. From the beginning of the fifth (5th) year of service, twelve (12) days per year.

3. From the beginning of the tenth (10th) year of service, fifteen (15) days per year.

5. At the beginning of the twentieth (20th) year of service, a total of twenty (20) days per year.

9. At the beginning of the twenty-fifth (25th) year of service, a total of twenty-five (25) days per year and said twenty-five (25) days per year shall remain in effect onward until retirement.

10. Upon retirement or termination of employment, the vacation leave due for the last year of employment can be returned at the employee's pay rate.

B. All vacation time must be utilized on or before December 31st of each year or it shall be forfeited; however, in situations of emergency, exceptions may be made with the approval of Mayor and Council.

**ARTICLE XIII - HOLIDAYS**

A. The Borough agrees that all Covered Employees shall be entitled to and paid for five (5), eight (8) hour day holidays (40 hours), which shall be as follows:

NEW YEAR'S DAY

INDEPENDENCE DAY

VETERAN'S DAY

THANKSGIVING

CHRISTMAS DAY

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

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

**ARTICLE XIV: COMPENSATION TIME**

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

B. Other Compensation Time: In consideration and in recognition of the salary adjustment addressed in the Agreement, the parties agree that payment of compensatory time payable Pursuant to Sections A and B of Article XVIII: Court Time, Section D. of Article XIX: Other Benefits and

any other compensatory time to be paid to a Covered Employee as approved by the Chief of Police shall not accrue from year to year.

#### **ARTICLE XV: SICK TIME**

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

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

2. If an employee is unable to report for work due to illness, this fact shall be reported to the department no later than six (6) hours prior to the start of the normal workday.

3. In the second calendar year of employment, permanent employees shall be entitled to ten (10) 8 hour days of sick leave.

4. Each permanent employee who has completed two (2) years of service shall be entitled to eleven (11) 8 hour days of sick leave.

5. Each permanent employee who has completed three (3) years of service shall be entitled to twelve (12) 8 hour days of sick leave.

6. Each permanent employee who has completed four (4) years of service shall be entitled to thirteen (13) 8 hour days of sick leave.

7. Each permanent employee who has completed five (5) years of service shall be entitled to fourteen (14) 8 hour days of sick leave.

8. Each permanent employee who has completed six (6) years of service shall be entitled to fifteen (15) 8 hour days of sick leave.

9. Sick leave benefits shall apply to bona fide cases of sickness, accidents, medical appointments, maternity leave, and requests for the employee's presence by immediate family, doctor or clergy due to family illness or emergency.

10. A full-time employee who is on sick leave as above specified for a period of three (3) days or longer, or fifteen (15) days aggregate in a twelve (12) month period, shall, prior to being entitled to any compensation therefore, furnish without delay, a report from a qualified doctor which shall contain a diagnosis of the sickness, whenever possible. "Qualified doctor" shall be a duly licensed doctor of medicine.

11. Sick leave shall not accrue during leaves of absence without pay.

12. If an officer uses 0% of their sick time hours by the last day of the calendar year, then at the start of the next calendar year, the officer will be given comp hours equal to 50% of their remaining sick time hours from the previous year. The comp hours must be used in the calendar year which they are given and cannot be rolled over or cashed out at the end of the calendar year.

13. If an officer uses less than 50% of their sick time hours by the last day of the calendar year, then at the start of the next calendar year, the officer will be given comp hours equal to 40% of their remaining sick time hours from the previous year. The comp hours must be used in the calendar year which they are given and cannot be rolled over or cashed out at the end of the calendar year.

14. If a Covered Employee is going to be out sick for an extended period of time (7 works days or more) the covered employee must file a claim for NJ State Disability. This process is done online. The employee must file a claim for disability within 20 days of the start of the disability. Failure to file an application for state disability will result in the suspension of sick leave benefits until the application is filed. The Borough will continue to pay the employee their regular salary during the disability period and all monies received from NJ Disability will be turned over to the Borough.

15. An employee who is on disability or sick leave shall keep their supervisor advised as per the Barrington Police Department Attendance and Sick Policy, a copy of which is annexed to this contract.

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**XVI: HEALTH BENEFITS**

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

B. Employee contribution for Health Insurance will be based on the following chart:

<b>Income</b>	<b>Percentage of Contribution</b>
<\$30,000	4.0%
\$30,001-\$40,000	6.0%
\$40,001-\$50,000	8.0%
\$50,001-\$60,000	12.0%
\$60,001-\$70,000	16.0%
\$70,001-\$80,000	20.0%
\$80,001-\$90,000	25.0%
\$90,000-\$100,000+	30.0%

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

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

D. Health Care Election - Pursuant to and governed by the Personnel Manual adopted by the Borough, a Covered Employee may elect to decline health insurance benefits, whereupon the

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

E. The Borough shall continue to pay for health benefits for Covered Employees and members of their immediate family who retire from the Barrington Police Department in good standing after twenty-five (25) years of service in the Borough of Barrington as follows:

1. Covered Employees who retire after twenty-five (25) years of service in the Borough of Barrington shall be required to contribute to the premium cost of post-retirement health benefits as prescribed by the New Jersey Police & Fireman's Retirement System. Said benefit shall continue uninterrupted until the Covered Employee and/or spouse become an eligible participant and begin receiving health benefits under the Medicare and/or Medicaid programs sponsored by the United States of America, and the Borough's health benefits shall thereafter become secondary to these Medicare and/or Medicaid health coverage.

F. Payment of post-retirement health benefits are subject to the following provisions:

1. If the retired Covered Employee dies, the Borough shall continue to pay for the health benefits only for a spouse so long as the spouse does not remarry, and for minor children up to eighteen years of age, or the age designated in the program, or by law. The surviving spouse of a Covered Employee who retires on or after January 1, 1999, shall also be

allowed to obtain the prescription plan coverage so long as the surviving spouse pays the monthly premium and the two percent (2%) handling fee for the prescription plan.

2. If the retired Covered Employee obtains gainful employment after retirement from the Barrington Police Department, and if their new employer offers to pay all or part of health benefits, then the Borough shall be paid by the subsequent employer for said retired Covered Employee's health coverage or shall pay only that portion which the subsequent employer does not pay. If the retired Covered Employee's subsequent employer offers a benefit to the retired Covered Employee for declining health benefits, that amount shall be tendered to the Borough as received by the retired Covered Employee. The retired Covered Employee shall submit to the Borough, by March 1 of each year, verification from their subsequent employer as to the status of the subsequent employee's health benefits.

3. If the retired Covered Employee and their spouse are legally divorced, then the Borough shall not pay for the health benefits of said spouse, however, the coverage shall continue for the retired Covered Employee's children up to eighteen years of age, or the age designated in the program, or by law. In all cases, the Borough shall pay for health benefits of a retired Covered Employee's children only until such children reach age eighteen (18) years, or the age designated in the program, or by law.

4. The Borough agrees to provide the Covered Employee and their dependents as defined in the program, a dental plan substantially similar to the dental plan provided to the retired Covered Employee as of December 31, 2016

5. Any retired Covered Employee(s) who retired with the Borough provided benefits between January 1, 2012 and December 31, 2016 shall have the right to elect to participate in any health plan currently sponsored by the Borough, acknowledging that said benefits

may change from time to time, Proper notice shall be given to the retired Covered Employee(s) of any change in benefits.

6. Any Covered Employee who retires with Borough provided benefits after December 31, 2016, shall have the same benefits as those provided to active employees, acknowledging that said benefits may change from time-to-time. Both retirees and active employees shall receive proper notification of any change it benefits.

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

#### **ARTICLE XVII — UNIFORM CLEANING AND ALLOWANCE**

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

#### **ARTICLE XVIII - COURT TIME**

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

B. Any Covered Employee who is off duty and appears in municipal court shall be granted four (4) hours of court compensatory time for each appearance, Court compensatory time accrued

under this Section and Article XVIII is deemed to be regular time, not overtime. Such court compensatory time shall be taken as time off within ninety (90) days of its accrual.

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

#### **ARTICLE XIX - OTHER BENEFITS**

A. If a covered employee is charged with a violation of the law as a result of acts committed in the course of performing duties, the Borough shall, with the advice of the Borough Solicitor, select an attorney to provide legal services to defend him, which attorney shall be reasonably satisfactory to both parties. The legal fees and costs of any expungement shall be paid by the borough up to an amount of Five Hundred (\$500.00) Dollars for each occurrence. If the cost exceeds \$500.00, the difference may be paid by the Borough with the consent and approval of Mayor and Council.

B. Influenza inoculations shall be provided by the Borough to be given by the Borough physician to all employees and their spouses who wish to take advantage of this opportunity.

C. Any Covered Employee who attends school for the purpose of obtaining police education or any degree in police science or administration, and maintains a "B" average or better, shall be reimbursed for the half (50%) of the cost of books and tuition upon completion of each semester. The Mayor and Council shall have the right to approve any Covered Employee's application to attend school. Any Covered Employee who attends school may be reassigned a duty

tour which will enable him to attend classes regularly without interruption only if it does not affect the efficient operation of the department and with approval of the Chief of Police.

i. Approvals prior to the execution of this contract will remain at 100% reimbursement.

D. Any Covered Employee attending a police academy or any other police training agency recognized by the New Jersey Police Training Commission shall be compensated straight time pay to complete that course under the following schedule:

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

E. The currently published IRS rate for mileage reimbursement will be paid for personal car use concerning job related business, including schools, seminars, or transportation to be authorized by the Director of Public Safety and subject to approval of Council.

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

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

H. Any Covered Employee who attends seminars, training sessions, or any special schooling required by the Chief of Police or Police Training Commission or any constituted

authority, that is, the County Prosecutor, Attorney General or New Jersey State Police, shall be paid Ten (\$10.00) Dollars per day for meals.

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

#### **ARTICLE XX — CONTRACT COVERAGE**

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

#### **ARTICLE XXI - RETENTION OF BENEFITS**

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

#### **ARTICLE XXII — NO STRIKE CLAUSE**

A. No lockout of Covered Employees shall be instituted by the Borough during the term of the Agreement.

B. The Association agrees that during the term of this Agreement neither it nor its Covered employees, or its members shall engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of or interference with the normal work of the

Borough and the operation of the Police Department. In the event that members of the Association participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any Covered Employee participating in these prohibitive activities may be disciplined by the Borough.

**ARTICLE XXIII — FEDERAL AND STATE LAWS**

A. In the event any Federal or State law conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the agreement shall continue in full force and effect.

B. The Borough agrees that this agreement shall be binding on all administrations, present and future, and that appropriate ordinances shall be drafted by the Borough Solicitor and/or Labor Counsel to cover each Article of this Agreement.

C. This Agreement shall be binding and valid when signed by the Mayor, the members of Borough Council designated as the Director of Public Safety and the Director of Finance, respectively, and the Borough Clerk, as duly authorized by Resolution of Borough Council to represent the Borough, and by duly authorized representatives of the Association. Each Covered Employee shall be given a copy of the signed agreement to retain for his personal records, All necessary Ordinances shall be drafted to cover the wages and benefits involved in this Agreement exactly as set forth herein. The signed copy of this Agreement shall supersede any ordinance that may be questionable or vague as to wording or mistakes in printing. Also, the signed Agreement shall be deemed as to approval of all members of the Borough Council and regarded as a legal document.

**ARTICLE XXIV — AGREEMENT BETWEEN PARTIES**

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

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APPENDIX A

HIRE DATE	ANNIVERSARY		2023		2024	2025	2026	2027
	DATE	TITLE	NAME	Salaries				
4/13/2011	Step Chart	LT.	PAWLING	106,999.87	\$112,000.00	\$118,720.00	\$125,843.20	\$133,393.79
12/1/2004	Percentage	SGT	HAWKINS	112,321.15	\$116,814.00	\$120,902.49	\$124,529.56	\$127,642.80
8/15/2005	Percentage	SGT	HUNT	111,331.90	\$115,785.18	\$119,837.66	\$123,432.79	\$126,518.61
5/26/2009	Percentage	CPL	LAMPE	99,938.77	\$103,936.32	\$107,574.09	\$110,801.31	\$114,337.54
9/10/2014	Step Chart	SGT DET	D'ASCENZO	101,000.00	\$103,000.00	\$109,180.00	\$115,730.80	\$122,674.65
9/10/2014	Step Chart	SGT	MULHERN	98,500.00	\$103,000.00	\$109,180.00	\$115,730.80	\$122,674.65
12/11/2018	10K Increase	SGT	HOVERN	77,859.28	\$87,859.28	\$97,859.28	\$107,859.28	\$117,859.28
5/10/2016	Step Chart	CPL	JANKOWSKI	88,000.00	\$96,000.00	\$101,760.00	\$107,865.60	\$114,337.54
2/11/2020	10K Increase	CPL	THOMAS*	63,047.83	\$73,047.83	\$83,047.83	\$93,047.83	\$103,047.83
1/5/2021	10K Increase	CPL	WILSON*	53,047.83	\$63,047.83	\$73,047.83	\$83,047.83	\$93,047.83
6/10/2021	10K Increase	CPL	BECKAS*	53,047.83	\$63,047.83	\$73,047.83	\$83,047.83	\$93,047.83
8/10/2021	8-Jun	PTL	SELBY*	47,947.07	\$59,000.00	\$67,840.00	\$77,528.40	\$88,135.18
2/8/2022	8-Feb	PTL	FERGUSON*	47,947.07	\$59,000.00	\$67,840.00	\$77,528.40	\$88,135.18
2/8/2022	8-Jun	PTL	CHARLTON*	47,947.07	\$59,000.00	\$67,840.00	\$77,528.40	\$88,135.18
9/13/2021	13-Sep	PTL	MCKEOWN*	42,846.32	\$54,000.00	\$62,540.00	\$71,910.40	\$82,180.10

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

# APPENDIX B

Summary of Benefits and Coverage: What this Plan Covers & What You Pay for Covered Services  
**aetna** : SNJ REGIONAL EMPLOYEE BENEFITS FUND: Health Network  
 OnlySM - Barrington HDHP

Coverage Period: 01/01/2019-12/31/2019  
 Coverage for: Individual + Family | Plan Type: HMO

 The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or by calling 1-800-370-4526. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary/> or call 1-800-370-4526 to request a copy.

Important Questions	Answers	Why This Matters
What is the overall deductible?	Participating: Individual \$2,250 / Family \$4,500.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. In-network preventive care is covered before you meet your deductible.	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible. See a list of covered preventive services at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a>
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Participating: Individual \$6,450 / Family \$6,450.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges & health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See <a href="http://www.aetna.com/docfind">www.aetna.com/docfind</a> or call 1-800-370-4526 for a list of in-network providers.	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No.	You can see the specialist you choose without a referral.



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	Limitations, Exceptions & Other Important Information
<p>If you visit a health care provider's office or clinic</p>	<p>Primary care visit to treat an injury or illness  <u>Specialist visit</u>  <u>Preventive care /screening /immunization</u></p>	<p>0% <u>coinsurance</u>            0% <u>coinsurance</u>            No charge</p>	<p>Not covered            Not covered            Not covered</p>	<p>None            None            You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.</p>
<p>If you have a test</p>	<p><u>Diagnostic test</u> (x-ray, blood work)</p>	<p>\$15 <u>copay/visit</u> for laboratory, \$50 <u>copay/visit</u> for x-ray            \$100 <u>copay/visit</u></p>	<p>Not covered            Not covered</p>	<p>None            None</p>
<p>If you need drugs to treat your illness or condition</p> <p>More information about <u>prescription drug coverage</u> is available at <a href="http://www.aetna.com/pharmacy-coverage/individual-families">www.aetna.com/pharmacy-coverage/individual-families</a></p>	<p>Generic drugs            Preferred brand drugs            Non-preferred brand drugs  <u>Specialty drugs</u></p>	<p>Not covered            Not covered            Not covered            Not covered</p>	<p>Not covered            Not covered            Not covered            Not covered</p>	<p>Not covered.            Not covered.            Not covered.            Not covered.</p>
<p>If you have outpatient surgery</p> <p>If you need immediate medical attention</p>	<p>Facility fee (e.g., ambulatory surgery center)  <u>Physician/surgeon fees</u>  <u>Emergency room care</u>  <u>Emergency medical transportation</u>  <u>Urgent care</u></p>	<p>0% <u>coinsurance</u>            0% <u>coinsurance</u>            30% <u>coinsurance</u> after \$100 <u>copay/visit</u>            0% <u>coinsurance</u>            0% <u>coinsurance</u></p>	<p>Not covered            Not covered            30% <u>coinsurance</u> after \$100 <u>copay/visit</u>            0% <u>coinsurance</u>            Not covered</p>	<p>None            None            No coverage for non-emergency use.            No coverage for non-emergency transport.            None</p>

Common Medical Event	Services You May Need	Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	Limitations, Exceptions & Other Important Information
If you have a hospital stay	Facility fee (e.g., hospital room)	0% coinsurance	Not covered	None
If you need mental health, behavioral health, or substance abuse services	Physician/surgeon fees	0% coinsurance	Not covered	None
If you are pregnant	Outpatient services	Office & other outpatient services: 0% coinsurance	Not covered	None
	Inpatient services	0% coinsurance	Not covered	None
	Office visits	No charge	Not covered	Cost sharing does not apply for certain
If you need help recovering or have other special health needs	Childbirth/delivery professional services	0% coinsurance	Not covered	preventive services. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery facility services	0% coinsurance	Not covered	None
	Home health care	0% coinsurance	Not covered	30 visits/calendar year for Physical, Occupational & Speech Therapy combined.
	Rehabilitation services	0% coinsurance	Not covered	Limited to treatment of Autism.
	Habitatation services	0% coinsurance	Not covered	None
	Skilled nursing care	0% coinsurance	Not covered	Limited to 1 durable medical equipment for same/similar purpose. Excludes repairs for misuse/abuse.
	Durable medical equipment	0% coinsurance	Not covered	None
	Hospice services	No charge	Not covered	1 routine eye exam/12 months.
If your child needs dental or eye care	Children's eye exam	Not covered	Not covered	Not covered.
	Children's glasses	Not covered	Not covered	Not covered.
	Children's dental check-up	Not covered	Not covered	Not covered.

**Excluded Services & Other Covered Services:**

**Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)**

- Cosmetic surgery
- Dental care (Adult & Child)
- Glasses (Child)
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Prescription drugs
- Private-duty nursing
- Routine foot care
- Weight loss programs - Except for required preventive services.

**Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)**

- Acupuncture - Limited to treatment of pain
- Chiropractic care - 30 visits/calendar year.
- Infertility treatment - Limited to the diagnosis & treatment of underlying medical condition, artificial insemination & ovulation induction. Advanced reproductive technology: 4 completed egg retrievals/lifetime.
- Hearing aids - 1 hearing aid to \$1,000 maximum per ear/24 months to children up to age 16.
- Routine eye care (Adult) - 1 routine eye exam/12 months.

**Your Rights to Continue Coverage:**

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is:

- For more information on your rights to continue coverage, contact the plan at 1-800-370-4526.
  - If your group health coverage is subject to ERISA, you may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform).
  - For non-federal governmental group health plans, you may also contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov).
  - If your coverage is a church plan, church plans are not covered by the Federal COBRA continuation coverage rules. If the coverage is insured, individuals should contact their State insurance regulator regarding their possible rights to continuation coverage under State law.
- Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

**Your Grievance and Appeals Rights:**

There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

- Aetna directly by calling the toll free number on your Medical ID Card, or by calling our general toll free number at 1-800-370-4526.
- If your group health coverage is subject to ERISA, you may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform).
- For non-federal governmental group health plans, you may also contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov).
- Additionally, a consumer assistance program can help you file your appeal. Contact information is at: <http://www.aetna.com/individuals-families-health-insurance/rights-resources/complaints-grievances-appeals/index.html>.

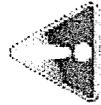
**Does this plan provide Minimum Essential Coverage? Yes.**

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standard? No.  
If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

-----To see examples of how this plan might cover costs for a sample medical situation, see the next section.-----

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the **cost sharing** amounts (**deductibles, copayments and coinsurance**) and **excluded services** under the **plan**. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$2,250
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:  
 Specialist office visits (prenatal care)  
 Childbirth/Delivery Professional Services  
 Childbirth/Delivery Facility Services  
 Diagnostic tests (ultrasounds and blood work)  
 Specialist visit (anesthesia)

<b>Total Example Cost</b>	<b>\$12,800</b>
<b>In this example, Peg would pay:</b>	
<i>Cost Sharing</i>	
Deductibles	\$2,250
Copayments	\$100
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$100
<b>The total Peg would pay is</b>	<b>\$2,450</b>

**Managing Joe's type 2 Diabetes**

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$2,250
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:  
 Primary care physician office visits (including disease education)  
 Diagnostic tests (blood work)  
 Prescription drugs  
 Durable medical equipment (glucose meter)

<b>Total Example Cost</b>	<b>\$7,400</b>
<b>In this example, Joe would pay:</b>	
<i>Cost Sharing</i>	
Deductibles	\$1,200
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$6,000
<b>The total Joe would pay is</b>	<b>\$7,200</b>

**Mia's Simple Fracture**

(in-network emergency room visit and followup care)

- The plan's overall deductible \$2,250
- Specialist coinsurance 0%
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:  
 Emergency room care (including medical supplies)  
 Diagnostic test (x-ray)  
 Durable medical equipment (crutches)  
 Rehabilitation services (physical therapy)

<b>Total Example Cost</b>	<b>\$1,900</b>
<b>In this example, Mia would pay:</b>	
<i>Cost Sharing</i>	
Deductibles	\$1,900
Copayments	\$0
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$1,900</b>

Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 1-800-370-4526.

### Assistive Technology

Persons using assistive technology may not be able to fully access the following information. For assistance, please call 1-800-370-4526.

### Smartphone or Tablet

To view documents from your smartphone or tablet, the free WinZip app is required. It may be available from your App Store.

### Non-Discrimination

Aetna complies with applicable Federal civil rights laws and does not discriminate, exclude or treat people differently based on their race, color, national origin, sex, age, or disability.

Aetna provides free aids/services to people with disabilities and to people who need language assistance.

If you need a qualified interpreter, written information in other formats, translation or other services, call the number on your ID card.

If you believe we have failed to provide these services or otherwise discriminated based on a protected class noted above, you can also file a grievance with the Civil Rights Coordinator by contacting:

Civil Rights Coordinator,

P.O. Box 14462, Lexington, KY 40512 (CA HMO customers: PO Box 24030 Fresno, CA 93779),

1-800-648-7817, TTY: 711, Fax: 859-425-3379 (CA HMO customers: 1-860-262-7705),

Email: [CRCoordinator@aetna.com](mailto:CRCoordinator@aetna.com).

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room 509F, HHH Building, Washington, DC 20201, or at 1-800-368-1019, 800-537-7697 (TDD).

**Aetna is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies, including Aetna Life Insurance Company, Coventry Health Care plans and their affiliates (Aetna).**



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**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: \_\_\_\_\_

Dsgt. D'Ascenzo #135  
Dsgt. Patrick D'Ascenzo #135

Dated: \_\_\_\_\_

Cpl. Beck #140  
Cpl. Connor Beck #140

Dated: \_\_\_\_\_

Cpl. Thomas #140  
Cpl. [Signature] #140

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

Dated: 4-30-24

  
KYLE HANSON, MAYOR

Dated: 4-30-24

  
MICHAEL BEACH, COUNCIL PRESIDENT

ATTEST:

  
TERRY SHANNON, BOROUGH CLERK

Dated: 4-30-24

