

**SIDE BAR AGREEMENT TO AVOID LAYOFFS
AND REDUCTION IN SWORN PERSONNEL
BY AND BETWEEN
PBA LOCAL #328 (BARRINGTON) AND
THE BOROUGH OF BARRINGTON**

This Agreement constitutes a full and final agreement negotiated between PBA Local #328, and the Covered Employees represented by PBA Local #328, and the Borough of Barrington, and specifically recognizes that the current economic situation has caused a negative impact on the budget of the Borough of Barrington as represented by the Borough of Barrington's City Officials to representatives of PBA Local #328, and therefore PBA Local #328 provides the following concessions per this AGREEMENT and the Borough of Barrington provides the following consideration in return; It is further agreed that this agreement resulted from negotiations between PBA Local #328 and authorized representatives both elected and appointed for the Borough of Barrington:

1. The parties agree as follows and where applicable same shall be incorporated as contractually agreed upon into the Collective Bargaining Agreement (CBA) and otherwise shall be incorporated in this Side Bar Agreement.

2. This Agreement comprises a series of concessions through negotiations by and between PBA Local #328, negotiated solely for and in consideration of the Borough of Barrington not exercising any of its authority under applicable New Jersey Law to lay off, demote, or to otherwise reduce any sworn personnel in the Borough of Barrington Police Department. This Paragraph shall be inoperative, and the Borough's exercising of its authority under applicable New Jersey Law to lay off, demote, or to otherwise reduce any sworn personnel in the Borough of Barrington Police Department not be cause to cancel and/or terminate this

Agreement, should the Borough receive funding from the State of New Jersey under the Consolidated Municipal Property Tax Relief Aid (CMPTRA) and the Energy Receipts Tax for the calendar year 2011 in an amount less than \$700,680.00.

a. All concessions made by PBA Local #328 and the Covered Employees represented by PBA Local #328 shall involve the calendar year of 2011, only.

b. The 5% raise for the Covered Employees represented by PBA Local #328 for calendar year 2011 shall be divided up between a 2.5%, non-compounded raise to be issued on January 1, 2011 and a 2.5%, non-compounded raise to be issued on July 1, 2011.

c. Shift differential shall be forgiven in the calendar year 2011. That means that the Covered Employees represented by PBA Local #328 shall waive shift differential for the calendar year of 2011.

d. Regarding comp time, the “comp” time bank for the Covered Employees represented by PBA Local #328 shall be held to \$6,000 as and for a budgeted amount rather than \$20,000, for the calendar year 2011 only. After the calendar year of 2011, the comp time bank shall revert back to \$20,000.

e. PBA Local #328 and the Covered Employees represented by PBA Local #328 accept four (4) furlough days for the calendar year of 2011 only. Those furlough days shall be issued and/or worked out either one per quarter and during months where five pay days exist to minimize financial impact unless otherwise agreed between the parties for scheduling purposes within the Police Department, but in any event, each officer shall be subject to four (4) furlough days for the calendar year of 2011, only.

f. PBA Local #328 and the Covered Employees represented by PBA Local #328 shall not accept any Holiday pay for the calendar year of 2011, only.

g. Should any retirements occur in the Barrington Police Department on or before the year 2011, which may obviate the necessity for either some or all of these concessions, the parties shall meet and confer about which concessions shall be voided from this Agreement. Should any retirements occur in the Barrington Police Department during the calendar year of 2011, which may obviate the necessity for either some or all of these concessions, then the parties shall meet and confer about which concessions, if any, may be prorated in amounts that are applicable, reasonable, and necessary but in any event shall discuss these matters in good faith, and determine, if possible, the operative date to terminate this Agreement early.

3. This Agreement constitutes the full Agreement of the Parties. This Agreement shall be in full force and effect for the calendar year of 2011.

The parties hereto affirm this Agreement as stated above.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 31 day of December, 2010.

BOROUGH OF BARRINGTON

N.J. STATE PBA, LOCAL #328



John D. Rink, Mayor



Steve Kelly, President PBA Local #328



Terry Shannon, Borough Clerk



Kevin Hibbitt, State Delegate