

Susan Leming

2005-2008 AGREEMENT BETWEEN

THE BORO OF GLASSBORO

AND

FRATERNAL ORDER OF POLICE LODGE 108

FOR

PATROLMEN, CORPORALS AND DETECTIVES

OF

THE GLASSBORO POLICE DEPARTMENT

TABLE OF CONTENTS

ARTICLE I	RECOGNITION AND AGENCY SHOP	PAGE 1
ARTICLE II	MANAGEMENT RIGHTS	PAGE 2
ARTICLE III	GRIEVANCE PROCEDURE	PAGE 2
ARTICLE IV	SALARY	PAGE 4
ARTICLE V	COMPUTATION OF SALARY AND BENEFITS	PAGE 4
ARTICLE VI	STAND-BY-TIME	PAGE 4
ARTICLE VII	OVERTIME	PAGE 5
ARTICLE VIII	RECALL TO DUTY	PAGE 5
ARTICLE IX	HOLIDAYS	PAGE 5
ARTICLE X	CLOTHING	PAGE 6
ARTICLE XI	MEDICAL BENEFITS	PAGE 6
ARTICLE XII	MEDICAL EXAMINATION	PAGE 9
ARTICLE XIII	SICK LEAVE	PAGE 9
ARTICLE XIV	VACATIONS	PAGE 10
ARTICLE XV	INCENTIVE PROGRAMS	PAGE 10
ARTICLE XVI	DETECTIVE SCHEDULE AND VEHICLES	PAGE 11
ARTICLE XVII	PATROL SCHEDULE	PAGE 12
ARTICLE XVIII	PERSONAL DAYS	PAGE 12
ARTICLE XIX	ACTING SHIFT LEADER	PAGE 12
ARTICLE XX	COURT TIME	PAGE 13
ARTICLE XXI	STAND-BY SUBPOENAS	PAGE 13
ARTICLE XXII	TERMINAL LEAVE	PAGE 14
ARTICLE XXIII	ADDITIONAL EXPENSES	PAGE 14
ARTICLE XXIV	IN-SERVICE-TRAINING	PAGE 14
ARTICLE XXV	PRACTICE AMMUNITION	PAGE 15
ARTICLE XXVI	SAFETY EQUIPMENT	PAGE 15
ARTICLE XXVII	LEAVE OF ABSENCE FOR BEREAVEMENT	PAGE 15
ARTICLE XXVIII	DELEGATES AND CONVENTIONS	PAGE 16
ARTICLE XXIX	P.B.A. AND F.O.P. COLOR GUARD	PAGE 16
ARTICLE XXX	DESK RELIEF	PAGE 17
ARTICLE XXXI	TIME OFF	PAGE 17
ARTICLE XXXII	PAYCHECKS	PAGE 18
ARTICLE XXXIII	RETENTION OF BENEFITS	PAGE 18
ARTICLE XXXIV	LEGAL AID	PAGE 18
ARTICLE XXXV	DISCRIMINATION OR COERCION	PAGE 18
ARTICLE XXXVI	SAVINGS CLAUSE	PAGE 19
ARTICLE XXXVII	LEXINGTON PLAN	PAGE 19
ARTICLE XXXVIII	NEGOTIATION PROCEDURES	PAGE 19
ARTICLE XXXIX	PLATOON ASSIGNMENTS AND INITIAL ISSUE	PAGE 20
ARTICLE XXXX	CONTINUING DEATH BENEFITS	PAGE 21
ARTICLE XXXXI	MINIMUM MANPOWER COVERAGE	PAGE 21
ARTICLE XXXXII	BOROUGH EMPLOYEE BENEFITS	PAGE 21
ARTICLE XXXXIII	REOPENERS	PAGE 21

ARTICLE XXXXIV DURATION OF CONTRACT

PAGE 21

PAGES 18 THRU 23 INCLUDES SCHEDULES "A" THRU "E" AND SIGNATURE SHEET

AGREEMENT

This AGREEMENT, made on this day of , 2005 between the Borough of Glassboro, herein after referred to as the "BOROUGH" or "EMPLOYER" and the F.O.P. Lodge 108, an affiliate of the Fraternal Order of Police - New Jersey Labor Council, Inc. and herein referred to as the "EMPLOYEE", "OFFICER", "GLASSBORO POLICE DEPARTMENT" or F.O.P.

WITNESSETH

WHEREAS, the parties named have carried on collective bargaining for the purpose of developing a contract covering salaries, working conditions, benefits and other items and conditions concerning employment:

THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties agree with each other in respect to the EMPLOYEES of the EMPLOYER as being represented by the F.O.P. Lodge 108, as follows.

ARTICLE I RECOGNITION AND AGENCY SHOP

The EMPLOYER recognizes the aforementioned F. O.P. Lodge 108/FOP-NJLC as the exclusive Bargaining Agent representing the Officer's of the Glassboro Police Department as follows: Detectives, Detective First Class, Corporals, Investigators and Patrol Officers, being full time regular police officers who have obtained a certificate from the New Jersey Police Training Commission, or are in the process of doing same, excluding the Chief of Police, Captains, Lieutenants, Sergeants, Dispatchers, Clerks and any other employee of the Borough of Glassboro. It is further agreed that all Probationary Officers shall receive and enjoy all the benefits of this Agreement for which they are eligible from the date of hire, except as otherwise set forth in this Agreement. The probationary period shall be from the date of graduation from the police academy to one year from that date. In the event that the Probationary Officer was appointed to full-time status after receiving certification, the probationary period shall be one year from the date of hire.

The President of the F.O.P. Lodge 108 shall submit to the Borough Personnel office a list of names of employees covered by this Agreement who are not currently dues paying members of the F.O.P. Lodge 108 and who were hired by the Borough of Glassboro after January 1, 1992. Those employees hired prior to January 1, 1992 shall be exempt for the life of this Agreement unless they are presently members of F.O.P. Lodge 108. The Borough (allowing for exceptions as stated) in compliance with New Jersey State Law and this Agreement, shall deduct from non-member employees of this Bargaining Unit a representation fee equal to (85%) of the amount set for F.O.P. Bargaining Unit members. This amount shall be paid by payroll deductions directly to F.O.P. Lodge 108.

ARTICLE II MANAGEMENT RIGHTS

The F.O.P. recognizes that there are certain functions, responsibilities and management rights exclusively reserved for the EMPLOYER. All rights, including disciplinary action with just cause, rules and regulations, power and authority in accordance with the law possessed by the EMPLOYER prior to signing this Agreement are retained exclusively by the EMPLOYER subject to such limitations as are specifically provided to in this Agreement.

ARTICLE III GRIEVANCE PROCEDURE

SECTION 1

The time limits specified in the grievance procedure shall be constructed as maximum. However, these times may be extended only upon approval of both parties in writing.

SECTION 2

A grievance must be presented at Step 1 within five (5) working days from the date of the occurrence of the incident that gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not be considered a grievance under this Agreement.

SECTION 3

To provide for the expeditious and mutually satisfactory settlement of a grievance arising in respect to the interpretation or application of this Agreement, the following procedures shall be adhered to. A designated representative referred to in this article shall be a member of the Bargaining Unit as defined in Article I.

SECTION 4

Any employee may present a grievance himself, or by a representative of the FOP Lodge 108/FOP-LC. When an employee's grievance is not presented by the FOP Lodge 108/FOP-LC, it shall have the right to be present and present its case at all stages of the grievance procedure. In any event, only the FOP Lodge 108/FOP-LC shall have the authority to move a grievance to binding arbitration.

SECTION 5

All grievances shall be filed on the official F.O.P. grievance form supplied by the F.O.P..

STEP I

An officer with a grievance shall first discuss it with his immediate supervisor, either directly or through a representative designated in Section I of this Article for the purpose of settling the grievance in an amicable and informal manner. This must be done within five (5) days following the alleged violation. If a solution was not found and satisfaction not received,

proceed to STEP II.

STEP II

If no decision or if satisfaction was not received within five (5) working days after presentation in STEP I, a written grievance may be filed with the Chief of Police or other designated person not later than ten (10) working days of the initial incident. A meeting on the grievance shall be held within fifteen (15) days of the formal filing of the grievance between the Chief of Police or designated person and the aggrieved party. A decision shall be rendered in writing by the Chief of Police or designated person within ten (10) days of the meeting.

STEP III

If the aggrieved is not satisfied with the findings or if there was no decision rendered in writing within the designated time period at STEP II, the aggrieved party may proceed to STEP III. A written notice by the F.O.P. at the request of the aggrieved shall be forwarded to the Borough Administrator or in the absence of the Borough Administrator, the Assistant Borough Administrator along with prior decisions on the matter. A meeting shall be held between the aggrieved, the F.O.P. Representative and the Borough Administrator or in the absence of the Borough Administrator, the Assistant Borough Administrator within ten (10) days of the formal request at the STEP III level. Neither party shall be represented by an attorney at this step of the procedure. Said meeting shall not be made public unless both parties involved request it. The Borough Administrator or in the absence of the Borough Administrator, the Assistant Borough Administrator shall render a written decision within twenty (20) days of the hearing.

STEP IV

If the aggrieved is not satisfied with the findings or if there was no decision rendered in writing within the designated time period at STEP III, the aggrieved party may proceed to written notice by the F.O.P. at the request of the aggrieved shall be forwarded to Mayor and Council along with the prior decisions on the matter. A meeting shall be held between the aggrieved, the F.O.P. Representative and Mayor and Council within fifteen (15) days of the formal request at the STEP IV level. Neither party shall be represented by an attorney at this step of the procedure. Said meeting shall not be made public unless both parties involved request it. The Mayor and Council shall render a written decision within twenty (20) days of the hearing.

STEP V

If the aggrieved party is not satisfied with the decision of Mayor and Council, or if there was no decision rendered within the designated time as specified in STEP IV, the F.O.P. on behalf of the aggrieved may file formally for an arbitration hearing within twenty (20) days of the Mayor and Council decision or the date the decision was to be rendered.

- (A) The arbitrator shall be selected in accordance with the rules and

- regulations of the New Jersey Public Employment Relations Commission.
- (B) The arbitrator's decision shall be in writing and shall not be issued later than thirty (30) calendar days after the closing of the Arbitration Hearing. The decision shall set for the Arbitrator's findings of facts, reasons and conclusions on the issue or issues submitted.
 - (C) The Arbitrator's decision shall be binding on all parties.
 - (D) The costs for the services of the Arbitrator shall be equally borne by the EMPLOYER and the F.O.P.. All other expenses arising out of the Arbitration shall be borne by the party incurring same.

ARTICLE IV SALARY

The annual salary for 2005, 2006, 2007 & 2008 for all officers listed in Article I shall be set forth in Schedule "A" – Salary Guide, which is attached hereto and made a part thereof. All money shall be retroactive to January 1, 2005, for all of those members who are on the payroll as of the date of the execution of this Agreement.

All new officers hired after the execution of the agreement by the parties will receive their incentive pay, holiday pay, step increases and personal days prorated to their anniversary date.

ARTICLE V COMPUTATION OF SALARY AND BENEFITS

Seniority, other rights and benefits, e.g., vacation, for the purpose and intent of this article shall commence from the officers date of hire. All salary increases (i.e. salary step increases, detective first class) based on the officer's date of hire anniversary shall commence on January 1 preceding the officers' anniversary date.

Leave days shall be considered on a one day basis irrespective of whether the leave is taken for an eight, nine, or ten hour shift.

ARTICLE VI STAND-BY-TIME

- (A) Stand-by-time for all officers, excluding detectives, shall be compensated for at a rate of one (1) hour straight time pay for each three (3) hours of stand-by-time or part there of.
- (B) Detective Corporal, Detective First Class, Detectives and Investigators shall receive eight (8) hours straight pay compensation for each week (7 day) period of Detective stand-by-duty. If placed on standby notice other than the normal stand-by duty, they will be

compensated-at the same rate as officers in paragraph (A). In 2006, Detective Corporal, Detective First Class, Detectives and Investigators shall receive twelve (12) hours straight pay compensation for each week (7 day) period of Detective stand-by-duty. In 2007, Detective Corporal, Detective First Class, Detectives and Investigators shall receive fourteen (14) hours straight pay compensation for each week (7 day) period of Detective stand-by-duty. In 2008, Detective Corporal, Detective First Class, Detectives and Investigators shall receive sixteen (16) hours straight pay compensation for each week (7 day) period of Detective stand-by-duty.

ARTICLE VII OVERTIME

All time worked in excess of a regularly scheduled shift in one day -shall be compensated at -a rate of one and one half (1.5) times the regular base salary. Compensation for overtime shall-be either pay or-compensatory time at the officer's discretion. All time worked in excess of the regularly scheduled work week shall be compensated at a rate of one and one half (1.5) the time worked and is to be compensated in pay, compensatory time or adjust time at the officer's discretion.

- (A) The rate for straight time pay shall be computed by dividing the base pay by 2080.
- (B) The hourly rate for overtime shall be computed by multiplying the straight time rate by 1.5.
- (C) SCHEDULING OF OVERTIME:
The borough agrees that all overtime that can be distributed among the officers of the police department shall be done so equally and fairly among those members when feasible to do so.

ARTICLE VIII RECALL TO DUTY

When an officer is recalled to duty, he/she shall be compensated at the rate of one and one-half (1.5) pay or compensatory time at the officer's discretion for a minimum of two (2) hours. The rate of pay to be computed per Article VII, paragraph A.

ARTICLE IX HOLIDAYS

- (A) Officers mentioned in Article I that work the holiday shall be compensated with an additional number of hours of compensatory time equal to the length of the shift. Beginning January 2006, employees covered by this Agreement shall receive straight pay in place of compensatory time.
- (B) Officers working any shift on Christmas Eve (December 24th) shall be compensated with

an additional number of hours of straight time equal to one-half (1/2) of the length of the shift.

- (C) All additional days off (other than those holidays listed in Schedule C), or part thereof afforded other borough employees shall be granted officers in Article 1. Compensation shall be in straight time, one hour for one hour.
- (D) For the purpose of this Article, holidays shall be listed in schedule "C" respectively, which is attached hereto and made part thereof.
- (E) All officers as defined in Article I of this agreement, who are scheduled to work their regular assigned shift on a holiday as listed in schedule "C", have to take personal days, compensatory days, vacations days or range days to take off the holiday.
- (F) Officers that are within their first calendar year shall be paid only for holidays that occurred on or after their date of hire.

ARTICLE X CLOTHING

Clothing destroyed or damaged in the line of duty shall be replaced or repaired at the Employer's expense. The replacement of personal effects such as watches, glasses, etc. shall be covered up to \$200.00 per loss. A report of such damage or lost must be submitted at the time of the occurrence and signed by a shift commander.

It will be the Employer's responsibility to incur the cost of the cleaning of work uniforms and clothing and any and all uniform changes or additions including but not limited to jackets, protective vests, safety equipment, holsters, weapons, badges, patches, and all necessary equipment and uniforms when an officer's assignment is changed.

Upon promotion, the promoted officer will receive a new badge denoting rank and eight (8) sets of chevrons for uniform shirts.

ARTICLE XI MEDICAL BENEFITS

- (A) The Employer agrees to provide employer paid coverage under the State Health Benefits Program and to continue to provide the presently enjoyed dental, vision, and cafeteria plans or their substantial equivalents; and life insurance, accidental death and dismemberment insurance and monthly income insurance, or its benefit equivalent, for the duration of this agreement for all employees working thirty (30) hours or more per week, their spouses and children. All new employees working thirty (30) hours or more per week shall be entitled to medical benefits at the conclusion of the sixty (60) day waiting period of date of hire.

The Employees have agreed to accept the prescription plan attached to the health insurance plan instead of the "stand alone prescription plan" (both of which are provided by the State Health Benefits Plan). Employees further agree to accept the copayments associated with the prescription plan attached to the health insurance plan. The Borough will make funds available to members covered by this collective bargaining agreement to use solely for the purposes of prescription copayments for medical plans that require full upfront payment for medications. Once the member/employee receives reimbursement from the carrier, he/she is required to turn over that payment to the Borough CFO in a timely manner.

(B) Upon retirement, after twenty (20) or more years of employment with the Borough and twenty-five (25) years of creditable service, with the Borough and/or disability leave (permanent or temporary) the employee and spouse shall enjoy the same medical benefits set forth as though the officer were still actively employed. There shall be no decrease in medical benefits and shall continue until death of the retiree and spouse. However, if a statewide early retirement program is offered by the NJ Police and Fire Pension System enabling the officers to retire at full pension at twenty (20) years of service instead of current twenty five (25) years of service and is accepted by the Borough then the officer would have to have served fifteen (15) years with the borough to receive the aforementioned medical benefits upon the early retirement.

C) Any employee covered by this agreement may choose, in writing, during the open enrollment period to participate in the "optional health benefits program." Participating in this program is totally voluntary and is intended for those employees who are covered by other health insurance.

1. If an employee chooses to participate in this program and selects one of the options set forth below, the employee shall receive the monetary incentive specified.

2. Optional Health Benefits Program

Employees may voluntarily waive his/her health insurance coverage through the Borough at any time upon proof of coverage of other current medical coverage. Payments shall be made on a monthly basis so long as the waiver remains in effect, beginning with the month in which the benefit ceases. Based on the type of coverage to which the employee would otherwise have been entitled, payments shall be as follows:

2005

Family (waiver of Medical, Prescription and Dental Reimbursement)	\$250.00 per month
Employee and Spouse (waiver of Medical, Prescription and Dental)	\$225.00 per month

2006

Family (waiver of Medical, Prescription and Dental Reimbursement) \$291.66 per month
Employee and Spouse (waiver of Medical, Prescription and Dental) \$266.66 per month

2007

Family (waiver of Medical, Prescription and Dental Reimbursement) \$300.00 per month

Employee and Spouse (waiver of Medical, Prescription and Dental) \$275.00 per month

2008

Family (waiver of Medical, Prescription and Dental Reimbursement) \$308.32 per month

Employee and Spouse (waiver of Medical, Prescription and Dental) \$283.32 per month

3. The incentive shall begin to be paid to the employee no later than one month after the effective date of the option. The incentive payments pursuant to paragraph 2 above shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount.

4. In order to be eligible, employees must show proof of other current medical coverage through other sources.

5. Employees shall be permitted to re-enroll during any subsequent open-enrollment period or upon showing loss of alternative coverage.

(D) Any officer who shall suffer from any communicable disease, including but not limited to, Hepatitis A, B, C, Tuberculosis, HIV, Bacterial or Viral Meningitis or AIDS, shall be treated with the assumption that the disease was contracted in and during the performance of duty. Incident reports may be requested to validate the claim.

ARTICLE XII

MEDICAL EXAMINATION

Each officer shall be afforded a complete medical and optical examination annually. The expense for such examinations shall be submitted to the employee's health insurance carrier and if rejected by the health insurance carrier, thereafter submitted to the Borough Administrator or his/her designee.

All medical and optical examinations shall be scheduled and completed by May 1 of each year.

In addition to the basic Medical examination, all officers who are 40 years of age or older may elect to have a stress test. The expense for such examinations shall be submitted to the employee's health insurance carrier and any additional cost above that coverage shall be borne by the Borough. If an officer at age 35 to age 40, wants a stress test, the employee's health care provider will pay for the stress test. Any additional cost above that coverage shall be borne by the Borough.

ARTICLE XIII

SICK LEAVE

Sick leave policy will be accordance with the Disability Policy of the Borough of Glassboro. That Policy will be attached to this Agreement and will be considered part thereof. If the Borough decides to change this policy these changes will not decrease the benefits already enjoyed by the officers mentioned in Article I. The attached Borough disability policy schedule will be considered Schedule "D".

When an officer mentioned in Article I of this Agreement is injured on duty and is relieved of duty by a doctor's orders the officer shall not be listed as sick, but shall be listed as Injured on Duty (I.O.D.). This loss of time shall not deprive the officer of any benefits.

Any officer mentioned in Article I of this Agreement who does not call out sick during the course of one year shall receive a bonus on One Hundred Dollars (\$100.00). This bonus shall be paid as a gift certificate or voucher for said officer.

Reporting and Verification of Sick Leave. Employees shall contact their supervisors to request sick leave at the beginning of each work day or as soon as possible thereafter if circumstances prevent immediate notice, unless approval has already been given for such leave. In the absence of the supervisor, employees shall contact the Chief of Police or Borough Administrator. The employee may be required, where reasonable, to produce a doctor's certificate verifying the need for sick leave, provided the employee is notified of such requirement on a timely basis. Failure to produce a doctor's certificate when reasonably required may be cause for denial of sick leave but shall not constitute a disciplinary infraction. The Borough may also require an employee to be examined by a physician appointed and paid by the Borough in order to verify the need for sick leave or to verify the employee's fitness to return to

duty.

ARTICLE XIV VACATIONS

- Completion of 1 year to 5 years... 10 days
- Completion of 5 years to 10 years ... 15 days
- Completion of 10 years to 15 years ... 20 days
- Completion of 15 years to 20 years ... 25 days
- Completion of 20 years to retirement ... 30 days (only hired prior to 1-1-98)

Officers of this agreement hired prior to 1-1-98 will have vacation capped at six weeks. Officers of this agreement hired after 1-1-98 will have vacation capped at five weeks. Vacation may be used in one day increments for up to two weeks. Vacations shall be based on the completion years within the calendar year. All vacations are to be taken during the calendar year when possible.

ARTICLE XV INCENTIVE PROGRAMS

- (A) K-9 handlers who maintain proper care and training of their canine shall receive \$1,000.00 per year for each year of the Agreement.
- (B) Firearms instructors shall receive \$400.00 per year for the purpose of maintaining a current training program.
- (C) Officers certified as EMTs shall receive \$100.00 per year.
- (D) All members mentioned in Article I, who successfully complete a Physical Fitness Assessment Test shall be compensated in pay. Said pay shall be on a scale of \$300.00 for a total average score of 70%-84.9%. A total average score of over 85% will receive \$500.00. Members are not obligated to opt for physical incentive nor do the results of the test have any consequences on the person's employment with the Glassboro Police Department. The standards for the physical agility test shall be established by a designated member of the Glassboro Police Department.
- (E) College degrees shall be compensated at the rates listed below for the life of this agreement.
Compensation to be made in the first pay of June.

ASSOCIATES DEGREE	\$350.00
BACHELORS DEGREE	\$600.00
MASTERS DEGREE	\$850.00

Incentive pays in paragraphs A, B, C, D shall be paid in the first pay in December. The incentive

pay for paragraph D will be paid by voucher after a proper receipt is submitted for the physical fitness center.

- (F) Detectives meeting the criteria set forth during the life of this agreement shall be upgraded to the rank of Detective First Class upon completion of two years in the detective bureau, six (6) months as an Investigator and eighteen (18) months as a Detective.
- (G) A patrol person shall not be eligible for detective rank until first serving six (6) months as an investigator after assignment transfer from the patrol division. There shall be no increase in pay until the investigators obligation has been satisfied.
- (H) All incentives enjoyed by employees of Glassboro Police Department pursuant to other collective negotiated agreements for Glassboro police officers shall be enjoyed by officers of this agreement.
- (I) Officers who have completed technical schooling equal to sixty (60) credits or an associate college degree subject to Chief of Police's review and Public Safety Committee approval shall be compensated \$350.00 to be made the first pay in June for the life of this agreement.

ARTICLE XVI DETECTIVE SCHEDULE & VEHICLES

The detective schedule shall be 7:45 a.m. to 4:00 p.m. and 3:45 p.m. to 12:00 a.m. with all detectives required to remain at work until the end of the respective shift. This schedule shall alternate every other week. The 7:45 a.m. to 4:00p.m.shift will be worked Monday through Friday. The 3:45 p.m. to 12:00 a.m. shift will be worked Tuesday through Friday.

Use of vehicles individually assigned to detectives shall be continued as per previous contracts. If available, vehicles shall be assigned to each detective to be housed at their residence, if within the Borough of Glassboro. All exceptions must be approved by the Public Safety Committee.

1. While on stand-by, Detectives who do not live within the Borough will be permitted to take their assigned vehicle home.

ARTICLE XVII PATROL SCHEDULE

Effective September 1, 2005, the patrol division schedule shall be

Shift one: 12:00 midnight to 8:00 am, five consecutive days on, then four days off.

Shift two: 8:00 am to 4:00 pm, five consecutive days on, then three days off.

Shift three: 3:00 pm to 12:00 midnight, five consecutive days on, then three days off.

Specialty Unit Schedule

- A. Modifications to an officer's schedule may be made while voluntarily assigned to a specialty unit (e.g. COPS Team; School Resource Officers). The officer's acceptance of an assignment is his or her implied consent to the modified schedule.
- B. Upon reassignment to Patrol Division or Detective Bureau, voluntary or otherwise, the officer's schedule will return to the normal and accepted Patrol or Detective's schedule.
- C. Scheduled hours worked by members of specialty units shall be equivalent to hours defined in Article XVIII.

ARTICLE XVIII PERSONAL DAYS

Each officer of the Police Department mentioned in Article I shall be given five (5) personal days for the calendar year. Police officers with less than one year of service shall be allowed personal days off on a pro rata basis. They may be taken off at their discretion with eight (8) hours notice during the course of the year. In the event of an emergency these days may be used within the eight hour period without denial. In the event not all days are used, the employer will compensate the officers mentioned in Article I straight time for each day accumulated. Said pay shall be paid to the employee on or before December 31 in that year.

ARTICLE XIX ACTING SHIFT LEADER

In the absence of the Sergeant of the Patrol Division shift, the Corporal of that platoon shall run said shift. There shall be one assigned Corporal per platoon. In the absence of both a Sergeant and a Corporal of a shift for any reason, the senior officer of the shift shall run said shift and shall be compensated at the same rate of pay as the shift Corporal for every day as acting shift leader

commencing the first day of the Sergeant/Corporal's absence.

In the event of a long term absence of the Sergeant of the patrol division shift, the Corporal of that platoon who is running the said shift shall be compensated for each day worked after thirty (30) consecutive calendar days acting as the Shift Leader, exclusive of vacation or personal leave. If a Sergeant is on sick leave for less than thirty (30) consecutive calendar days, the Corporal who is running the shift in the Sergeant's absence is not entitled to the above compensation. If a Sergeant is on sick leave for more than thirty (30) consecutive calendar days, the Corporal who is running the shift in this absence of the Sergeant shall be compensated for each day worked after the thirtieth consecutive day.

In the event a Sergeant retires, is reassigned or is promoted, the Corporal shall immediately receive compensation at the same rate of pay as the Shift Sergeant for every day worked as acting shift leader commencing the first day of the Sergeant's absence.

In the absence of the Detective Lieutenant and the Detective Sergeant of the Detective Bureau, the Detective Corporal shall be responsible to run said unit. There shall be one assigned Detective Corporal to the Detective Bureau.

ARTICLE XX COURT TIME

All officers mentioned in Article I attending any court hearing or conference stemming from a municipal, criminal, civil, disciplinary hearing and internal affairs investigation if attendance is required shall be compensated at their overtime rate of pay or compensatory time at the officer's discretion. Officers will be compensated a minimum of four (4) hours for each attendance when the officer is not scheduled for duty. The rate of pay to be computed per Article VII, Paragraph A.

ARTICLE XXI STAND-BY SUBPOENAS

Officers receiving Stand-by subpoenas from County, State or Federal Court shall receive an amount of ten (10) dollars per day for each day on stand-by when court is in session. Stand-by time shall be paid only when the officer is not scheduled for duty during that 24 hour period. If the officer reports to court, standby pay shall cease and the officer shall be compensated per Paragraph A of Article XX.

ARTICLE XXII
TERMINAL LEAVE

Terminal leave shall be afforded to all officers of this agreement upon retirement from the Glassboro Police department. Terminal leave shall commence at anytime during the calendar year at the discretion of the Employee.

Terminal leave shall be computed at the rate of one (1) working day for-each-completed calendar year of employment with the Glassboro Police Department.

It is agreed that all officers mentioned in Article I have the option to either take the terminal leave along with all accumulated personal days, vacation days, and compensatory time prior to the officers official retirement date and or sell back all or part of the saved time mentioned for one lump sum. The money would be calculated hour for hour at the employee's highest pay rate obtained with the Borough.

ARTICLE XXIII
ADDITIONAL EXPENSES

The Employer agrees to pay reasonable costs of meals and lodging-when incurred while on Official Business outside of the Borough.

A meal allowance in the amount of \$7.00 plus tip per meal will be granted while attending school. Meal allowance shall be inclusive of tip. The employer agrees to pay \$0.28 per mile when the officer's personal vehicle is used for official police business only with prior approval from the Chief of Police or his/her designee.

ARTICLE XXIV
IN-SERVICE TRAINING

Members listed in ARTICLE I of this AGREEMENT shall perform 36 hours of in-service training sessions (16 firearm (including any firearm which requires quarterly training/evaluation) and 20 in-service (including but not limited to domestic violence, bloodborne pathogens, etc.)) without additional compensation. Every reasonable attempt will be made not to schedule training during the months of June, July and August, unless State, County or other authority mandates otherwise. Subject to instructor availability and mandates by other entities, training shall be conducted in 4-5 hour blocks of time. Officers who are required to participate in rifle training/recertification shall be paid at a straight rate for related training. However, any requalification and training by detectives will be performed while on duty.

For 2005, the first 12 hours of training, as described above, conducted between September 1 and December 31 shall be at no cost to the Borough and without compensation to the officers.

Officers will not receive additional compensation for any other training conducted during their regular work shift. These qualification/training days will be scheduled for days when the officers

are off and not during their duty hours. Should there be any change in the number of mandatory firearms qualifications per year, the officers shall receive an additional eight (8) hour block of firearm qualifications/training per mandatory qualification at their straight rate of pay.

In service training is not to be construed to mean any academy schools, seminars or refresher schools.

ARTICLE XXV PRACTICE AMMUNITION

All officers in this Agreement shall be given 200 rounds of ammunition per year for their duty weapon. Said ammunition shall be distributed to the officers prior to firearms qualifications for the purpose of practice.

ARTICLE XXVI SAFETY EQUIPMENT

To preserve the health and safety of all officers of the Glassboro Police Department and to assist said Employees to better protect the public and themselves, the following safety equipment shall be supplied or issued under the stipulations set forth.

- (A) Each officer shall be issued a bullet proof vest and riot helmet upon hiring as initial issue. Said vest shall be replaced every five (5) years from the date of issue at the expense of the Employer and shall be of at least the same quality of the initial vest and of the greatest threat level available at the time of replacement.
- (B) A riot shotgun shall be installed in each police vehicle in accordance with standards set forth in Rules and Regulations.
- (C) Plastic spit shields shall be mounted in each patrol vehicle.
- (D) First Aid, Oxygen and Fire Extinguishers shall be installed in each police vehicle as feasible and available during the life of this Agreement.
- (E) Anti-Bacterial/Anti-Viral cleaning wipes and disposable gloves will be provided and maintained in each officer's vehicle.

ARTICLE XXVII LEAVE OF ABSENCE FOR BEREAVEMENT

In case of death of an employee's spouse or child, the employee shall be entitled to five (5) days paid leave per occurrence for attendance at a viewing or funeral, or to make family arrangements incidental to such bereavement. In case of death in an employee's immediate family, the employee shall be entitled to three (3) days' paid leave per occurrence for attendance at a viewing or funeral, or to make family arrangements incidental to such bereavement. If the employee must travel more than 150 miles each way to attend the funeral, a total of five (5) days

shall be permitted. Paid sick leave may also be used in case of bereavement if additional time off is needed for the loss of an employee's spouse, child or parent. For purposes of this section, "immediate family" shall be defined as spouse, children, parents (including in-laws), brothers and sisters (including in-laws), grandparents, grandchildren, domestic partners, and any relatives who resided in the employee's home. Reasonable documentation shall be produced by the employee if requested by the Borough. The failure to provide reasonable documentation upon request may subject the employee to loss of pay for the absent days of work.

ARTICLE XXVIII DELEGATES AND CONVENTIONS

- (A) Representatives of the State Fraternal Order of Police or Policemen's Benevolent Association (P.B.A.) shall be afforded time off without loss of time or pay to attend the scheduled meetings or special meetings of the State Organization.
- (B) P.B.A. or F.O.P. Convention Representatives shall be afforded time to attend conventions of the State Organization without loss of time or pay. Time shall be allowed for travel to and from said location of the convention. Benefits for Convention Delegates shall be in accordance with court decision and/or 40A:14-177 as amended and the following paragraph.
- (C) With respect to this Article the number of representatives who shall be afforded time off without loss of time or pay to attend the various meetings and conventions referenced in this Article shall be up to four members covered by this Agreement, but in any case no more than four members total from both units of FOP Lodge 108 at any one time.
- (D) The President of FOP Lodge 108 shall be allowed up to forty (40) hours a year to attend to or address union matters. The President shall be responsible for ensuring that tending to his union duties shall not conflict with the work he is responsible for performing as an employee for the Borough.

ARTICLE XXIX P.B.A. AND F.O.P. COLOR GUARD

Members of the Glassboro Police Department Honor/Color Guard shall be excused from duty without loss of time or pay for the purpose of attending the funeral of an expired police officer, providing manpower requirements permit it.

Bona fide members of the Gloucester County Emerald Society Pipes and Drums shall be excused from duty without loss of pay or time to perform at the funeral of a police officer killed in the line of duty or an officer who has died while active, providing manpower requirements permit it.

ARTICLE XXX
DESK RELIEF

Receptionists shall not be relieved by a patrol officer when leaving the building for break or lunch.

ARTICLE XXXI
TIME OFF

All officers mentioned in Article I shall be granted time off from duty using compensatory time within a reasonable period after making the request, if such use does not unduly disrupt the operations of the Borough. Employees further understand that compensatory time will take precedence over vacation requests submitted after the request for compensatory time is received by the Department. Officers can utilize compensatory time in full or one-half shift blocks. The time off must be approved by the shift supervisor. The officers of this Agreement shall follow the following stipulations.

- (A) A minimum of four officers must remain on duty for the shift.
- (B) The shift commander shall have the authority to call an officer back to duty in the event manpower should fall below four officers.
- (C) The only exception to the rule would be in the case of injury or sudden sickness to personnel.
- (D) Time off (vacation/personal days) shall be day for day regardless of hours worked.
- (E) An employee covered by this Agreement shall not accumulate more than 200 hours of compensatory time. Any employee covered by this Agreement with compensatory time, as of the execution of this agreement shall be required to use his/her respective compensatory time in accordance with the following schedule:

0-200 hours	Follow Borough policy as outlined in the Personnel Policies and Procedures Manual with the exception of the above cap
201-300 hours	Use 50 hours per year until the total hours is less than 200
301-400 hours	Use 50 hours per year and sell back 25 hours per year
401 or more hours	Use 50 hours per year and sell back 50 hours per year

The above schedule will begin on January 1, 2006 and continue through the duration of this Agreement.

Officers of this Agreement shall be allowed to sell back to the Employer accumulated compensatory time at a straight time rate. The amount of hours sold back (other than indicated in the above schedule) shall be based upon budgetary consideration. Officers shall be notified by November 15 as to the number of hours they may sell back. Payment shall be in the second pay of December. In the event sell back of compensatory hours is enjoyed by other Borough Employees, so shall it be enjoyed by officers of this

Agreement.

ARTICLE XXXII
PAYCHECKS

All items on the paycheck shall be listed separately, such as overtime, dues, pension, etc.. All additional pay, excluding overtime, shall be paid on a separate check. Pay checks shall be issued to the officers mentioned in Article I of this Agreement on a biweekly basis and said pay check shall be available for pickup by 8:00 a.m. Friday unless there is a scheduled holiday, then it will be made available the day prior to the Holiday at 8:00 a.m.

ARTICLE XXXIII
RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the members of the F.O.P. as mentioned in Article I of this Agreement have heretofore enjoyed in the past and are presently enjoying, shall be maintained and continued by the Employer at not less than the highest standards in effect during the life of this Agreement. The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement, and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE XXXIV
LEGAL AID

The Employer shall provide legal aid to all personnel covered by this Agreement pursuant to the applicable statutes of the State of New Jersey. An attorney of the Employee's choice may be used at the expense of the Borough ONLY after receiving approval from the Borough Solicitor

ARTICLE XXXV
DISCRIMINATION OR COERCION

There shall be no discrimination interference or coercion by the Employer or any of its agents against the Employees represented by the F.O.P. because of membership or activity in the F.O.P., nor shall the F.O.P. or any of its agents attempt to intimidate or coerce any Employee into membership. Neither the Employer nor the F.O.P. shall discriminate against any employee because of race, creed, nationality, age, sex or affiliation.

ARTICLE XXXVI
SAVINGS CLAUSE

In the event any Federal or State Legislation, Governmental Regulation or Court Decision causes any Article of this Agreement or part thereof to become invalid, illegal or unlawful, all other Articles and sections not affected shall remain in full force and effect, and then parties shall renegotiate any Articles affected.

ARTICLE XXXVII
LEXINGTON PLAN

All officers mentioned in this Agreement who have been living within the Borough for at least two years, and have been a patrolman with the Glassboro Police Department for a minimum of four years will be assigned their own patrol vehicle. This vehicle will be housed at their residence. All exceptions must be approved by the Public Safety Committee. This plan if possible will start immediately based upon availability or budgetary constraints. Seniority will determine the method of distribution.

Members of the K-9 Unit, the Gloucester County Critical Incident Team, and ERT, who are not residents of the Borough, will be permitted to house their assigned police vehicles at their residence.

ARTICLE XXXVIII
NEGOTIATIONS PROCEDURES

- (A) The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employee Relations Act, in good faith, to reach an agreement on all matters concerning the terms and conditions of employment of the employees mentioned in Article I. Such negotiations shall begin not later than September 15 of the calendar year in which the Agreement expires. Any Agreement so negotiated shall apply, to all Employees mentioned in Article I, will be reduced in writing, ratified by both parties and signed by the authorized representatives of the Borough of Glassboro and the F.O.P.
- (B) Both parties agree that there will be no changes in the terms and conditions of employment during the lifetime of this Agreement, except through negotiations between both parties.
- (C) Whenever a representative of the F.O.P. or any employee is mutually scheduled by the parties to participate during the Employee's scheduled working hours in negotiations, grievances, conferences or meetings he shall suffer no loss of time, pay or any other fringe benefits and shall be relieved from duty subject to the manpower needs of the department.

ARTICLE XXXIX
PLATOON ASSIGNMENTS AND INITIAL ISSUE

Platoon assignments for the year will be determined and distributed by November 15 of the preceding year.

- A. All newly hired officers will be issued the following prior to their start date, without exception:
1. 1 ballistic vest, 2 Class A long sleeve shirts, 2 Class A short sleeve shirts, 4 Class B shirts, 2 Class A trousers, 2 Class B trousers, 1 winter coat, 1 uniform hat, 4 ties, 2 pairs of shoes or boots, 1 Sam Browne belt, 1 holster, 1 magazine pouch, 1 handcuff case, 1 aerosol case, 1 communications radio holder, 1 baton holder, 1 pair handcuffs, 1 name plate, 1 lanyard, 1 whistle, 1 hat badge, 1 breast badge, 1 rechargeable flashlight with charger, 1 orange cone cover for flashlight, 1 communication radio, 1 riot helmet, 1 baton, 1 rain coat, 1 hat cover, 1 traffic vest, 1 pair orange gloves.
 2. New officers hired prior to the distribution of the uniform allowance for that year shall not receive said allowance if all of the above equipment is provided. Officers hired after the distribution of the uniform allowance for that year shall receive said uniform allowance in the following year and each year thereafter as specified in Article X.
- B. The members mentioned in Article I of this agreement agree to voluntarily purchase the Class "B" uniform. This uniform will be the uniform worn during shifts 1 (12am – 8am) and 3 (3pm – 12am) and for certain side details. The standard operating procedures for uniforms and side details shall determine what uniform will be worn and when. Any other changes to the uniform policy, which requires a new purchase, shall be borne by the employer. The cost of replacement and upgrades** of existing uniforms and equipment shall be borne by the members mentioned in Article I of this Agreement.

** An upgrade refers to uniforms or equipment that is deemed unserviceable and has been upgraded since its initial issue.

ARTICLE XXXX
CONTINUING DEATH BENEFIT

The Borough agrees to cover the Beneficiary/or family of the officer mentioned in Article I, in case of death, by continuing to issue the Employer's full salary paychecks/and Medical Benefits for a period of six (6) months thereafter. This benefit will not include any accumulated compensatory time, vacations, or personal days. This time mentioned will be paid in one lump sum and will be separate from the officer's paycheck.

ARTICLE XXXXI
MINIMUM MANPOWER COVERAGE

Minimum manpower requirements to cover a patrol shift will not fall below four officers per shift, excluding Captains, Lieutenants and Special Officers.

ARTICLE XXXXII
BOROUGH EMPLOYEE BENEFITS

All officers mentioned in Article I of this Agreement shall be entitled to any and all additional and upgraded medical benefits afforded to all other Borough of Glassboro Employees.

ARTICLE XXXXIII
REOPENERS

The parties agree that the Borough has the right to reopen the contract on health benefits and/or New Jersey Disability Plan. If the Borough should reopen the contract during its term to discuss health benefits and/or the New Jersey State Disability Plan, then the FOP may reopen negotiations regarding salary.

ARTICLE XXXXIV
DURATION OF CONTRACT

- (A) This Agreement shall become effective January 1, 2005 and shall terminate on December 31, 2008. If either party desires to change this agreement, it shall notify the other party in writing at least one hundred twenty days (120) prior to the expiration of this Agreement of proposed changes.
- (B) The terms set forth in this Agreement shall remain in effect after December 31, 2008 and during such time the Agreement for is being negotiated.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature.

ATTEST:

BOROUGH OF GLASSBORO

Patricia A. Fontana

Borough of Clerk

By: [Signature]

Borough Administrator

ATTEST:

F.O.P. REPRESENTATIVES

BY_

BY [Signature]

BY [Signature]

RATIFIED BY: F.O.P.
RATIFIED BY: BOROUGH OF GLASSBORO
RESOLUTION SIGNED:

**Salary Guide
2005-2008**

ATTACHMENT "A"

	2005	2006	2007	2008
Patrolman				
New Hire	\$38,480.00	\$39,942.00	\$41,500.00	\$43,160.00
After Academy	\$45,210.00	\$46,928.00	\$48,758.00	\$50,709.00
After 1 yr	\$49,015.00	\$50,877.00	\$52,861.00	\$54,976.00
After 2 yrs	\$56,717.00	\$58,872.00	\$61,168.00	\$63,615.00
After 3 yrs	\$60,779.00	\$63,088.00	\$65,549.00	\$68,171.00
After 4 yrs	\$65,244.00	\$67,724.00	\$70,365.00	\$73,179.00
After 5 yrs	\$69,725.00	\$72,375.00	\$75,197.00	\$78,205.00
After 6 yrs	\$71,468.00	\$74,184.00	\$77,077.00	\$80,160.00
After 10 yrs	\$72,807.00	\$75,573.00	\$78,521.00	\$81,661.00
After 15 yrs	\$73,491.00	\$76,284.00	\$79,259.00	\$82,429.00
After 20 yrs	\$74,176.00	\$76,995.00	\$79,998.00	\$83,197.00
After 25 yrs	\$74,860.00	\$77,706.00	\$80,736.00	\$83,965.00
Patrol Corporal				
Cpl	\$73,105.00	\$77,678.00	\$82,629.00	\$85,934.00
Cpl after 6 yrs	\$74,933.00	\$79,619.00	\$84,695.00	\$88,083.00
Cpl after 10 yrs	\$76,395.00	\$81,173.00	\$86,267.00	\$89,718.00
Cpl after 15 yrs	\$77,127.00	\$81,950.00	\$87,174.00	\$90,661.00
Cpl after 20 yrs	\$77,857.00	\$82,727.00	\$88,083.00	\$91,606.00
Cpl after 25 yrs	\$78,589.00	\$83,504.00	\$88,827.00	\$92,380.00
Detective				
Det.	\$73,105.00	\$75,883.00	\$78,843.00	\$81,997.00
Det after 6 yrs	\$74,933.00	\$77,781.00	\$80,814.00	\$84,047.00
Det after 10 yrs	\$76,395.00	\$79,298.00	\$82,391.00	\$85,687.00
Det. after 15 yrs	\$77,127.00	\$80,058.00	\$83,180.00	\$86,507.00
Det. after 20 yrs	\$77,857.00	\$80,816.00	\$83,967.00	\$87,326.00
Det. after 25 yrs	\$78,589.00	\$81,575.00	\$84,756.00	\$88,147.00
Det 1st Class	\$74,834.00	\$77,678.00	\$80,707.00	\$83,935.00
DFC after 6 yrs	\$76,704.00	\$79,619.00	\$82,724.00	\$86,033.00
DFC after 10 yrs	\$78,202.00	\$81,173.00	\$84,339.00	\$87,713.00
DFC after 15 yrs	\$78,950.00	\$81,950.00	\$85,146.00	\$88,552.00
DFC after 20 yrs	\$79,699.00	\$82,727.00	\$85,954.00	\$89,392.00
DFC after 25 yrs	\$80,447.00	\$83,504.00	\$86,760.00	\$90,231.00
Det. Cpl.	\$76,616.00	\$79,528.00	\$82,629.00	\$85,934.00
Det. Cpl. after 6 yrs	\$78,531.00	\$81,516.00	\$84,695.00	\$88,083.00
Det. Cpl. after 10 yrs	\$79,989.00	\$83,029.00	\$86,267.00	\$89,718.00
Det. Cpl. after 15 yrs	\$80,831.00	\$83,903.00	\$87,174.00	\$90,661.00
Det. Cpl. after 20 yrs	\$81,673.00	\$84,777.00	\$88,083.00	\$91,606.00
Det. Cpl. after 25 yrs	\$82,363.00	\$85,493.00	\$88,827.00	\$92,380.00

SCHEDULE "C"

HOLIDAY SCHEDULES

	2005	2006	2007	2008
1 New Year's Day	1-Jan	1-Jan	1-Jan	1-Jan
2 Martin Luther King Day	17-Jan	16-Jan	15-Jan	21-Jan
3 Lincoln's Birthday	12-Feb	12-Feb	12-Feb	12-Feb
4 President's Day	21-Feb	20-Feb	19-Feb	18-Feb
5 Good Friday	26-Mar	14-Apr	6-Apr	21-Mar
6 Memorial Day	30-May	29-May	28-May	26-May
7 Independence Day	4-Jul	4-Jul	4-Jul	4-Jul
8 Labor Day	5-Sep	4-Sep	3-Sep	1-Sep
9 Columbus Day	10-Oct	9-Oct	8-Oct	13-Oct
10 Election Day	8-Nov	7-Nov	6-Nov	4-Nov
11 Veteran's Day	11-Nov	11-Nov	11-Nov	11-Nov
12 Thanksgiving Day	24-Nov	23-Nov	22-Nov	27-Nov
13 Day after Thanksgiving	25-Nov	24-Nov	23-Nov	28-Nov
14 Christmas Day	25-Dec	25-Dec	25-Dec	25-Dec

Schedule C

Reserved

SCHEDULE "D"

BOROUGH DISABILITY POLICY

AT LEAST YEAR	LESS THAN YEARS	FULL SALARY WEEKS	ONE HALF SALARY WEEKS	TOTAL WEEKLY COVERAGE WEEKS
1	2	4	2	6 Per Year
2	3	4	7	11 Per Year
3	4	4	12	16 Per Year
4	5	4	17	21 Per Year
5	6	8	18	26 Per Year
6	7	8	23	31 Per Year
7	8	8	28	36 Per Year
8	9	8	33	41 Per Year
9	10	12	34	46 Per Year
10	15	12	40	52 Per Year
15	20	14	38	52 Per Year
20	25	16	36	52 Per Year
25	30	18	34	52 Per Year
30	and over	20	32	52 Per Year

AN ILLNESS ENTITLING AN EMPLOYEE TO THE ABOVE BENEFITS SHALL BE DEFINED AS EIGHT (8) CALENDAR DAYS OF CONTINUOUS ABSENCE FROM EMPLOYMENT. THE ABOVE PLAN SHALL BE APPLIED BASED UPON YEAR IN WHICH INJURY OCCURRED.

NOTE: Effective policy shall reflect existing Police Department policy in which sick time is
Years 1-3 - officer loses 2 days compensatory time
Years 4-6 - officer loses 1 day compensatory time
Years 7+ - no time lost