

Susan Leming

**AGREEMENT BETWEEN
THE
BOROUGH OF GLASSBORO
AND
FRATERNAL ORDER OF POLICE
LODGE 108
SUPERIOR OFFICER'S UNIT**

2005-2008

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ATTACHMENTS	SCHEDULE	"A"	SALARY WORK SHEETS
	SCHEDULE	"B"	RESERVED
	SCHEDULE	"C"	HOLIDAY SCHEDULE
	SCHEDULE	"D"	RESERVED
	SCHEDULE	"E"	RESERVED
	SCHEDULE	"F"	DISABILITY POLICY

AGREEMENT

This, Agreement, made this day of _____, 2005 between the Borough of Glassboro, hereinafter referred to as the "BOROUGH" or "EMPLOYER" and the GLASSBORO FRATERNAL ORDER OF POLICE SUPERIOR OFFICERS UNIT, an affiliate of the Fraternal Order of Police-New Jersey Labor Council, Inc. and hereinafter referred to as the "EMPLOYEE" or "GLASSBORO FRATERNAL ORDER OF POLICE SUPERIOR OFFICERS UNIT, "F.O.P." or "S.O.A.".

AGREEMENT

WITNESSETH

WHEREAS, the parties have carried on collective bargaining for that purpose of developing a contract covering wages, hours and other conditions of employment;

NOW THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree with each other in respect to the employees of the EMPLOYER as being represented by the GLASSBORO FRATERNAL ORDER OF POLICE SUPERIOR OFFICERS UNIT as follows:

ARTICLE I

RECOGNITION

The EMPLOYER recognized the aforementioned Glassboro F.O.P.-S.O.A./F.O.P.-NJLC as the exclusive representative for all its Captains, Lieutenants, Detective Lieutenants, all Sergeants, and all Sergeants First Class, but excluding the Chief of Police, Patrol Officers, Detectives, Investigators, Dispatchers /Clerks and all other employees of the Borough of Glassboro.

ARTICLE II

MANAGEMENT RIGHTS

The Glassboro F.O.P.-S.O.A. recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the EMPLOYER. All rights, power and authority possessed by the EMPLOYER prior to the signing of this AGREEMENT, are retained exclusively by the EMPLOYER subject only to the limitations as are specifically provided in this AGREEMENT.

ARTICLE III

GRIEVANCE PROCEDURES

SECTION 1

To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to the interpretation or application of this AGREEMENT, the following procedure shall be followed. Designated representative as referred to in this ARTICLE shall be a member of the GLASSBORO F.O.P.-S.O.A. listed in ARTICLE I.

STEP I

An officer with a grievance shall first discuss it with his section supervisor either directly or through the departments designated representative for the matter of resolving the grievance informally.

STEP II

If the aggrieved party is not satisfied with the disposition of his grievance at STEP I or if no decision has been rendered within five (5) working days after presentation of the grievance at STEP I, they may file a written grievance with the Chief of Police, or in his/her absence, a representative designated by him/her. A meeting on the written grievance shall be held within fifteen (15) days of the filing of the written grievance between the Chief of police or his/her designated representative, the aggrieved party and the GLASSBORO F.O.P.- S.O.A. designated representative.

A decision thereon shall be rendered in writing by the Chief of Police within ten (10) days after the holding of such meeting.

STEP III

If the aggrieved party is not satisfied with the disposition of their grievance at STEP II or if no written decision has been rendered within ten (10) days after the presentation of that grievance at STEP II, the matter may be referred by the GLASSBORO F.O.P.-S.O.A. by its designated representative to the Borough Administrator. A meeting on the grievance shall be held between the GLASSBORO F.O.P.- S.O.A. and the Borough Administrator at which meeting the parties may be represented. Said meeting shall not be held publicly unless the parties agree so in writing. The Borough Administrator shall render a decision within twenty (20) days of the date of the meeting.

STEP IV

If the aggrieved party is not satisfied with the disposition of their grievance at STEP III or if no written decision has been rendered within fifteen (15) days after the presentation of the grievance at STEP III, the matter may be referred by the GLASSBORO F.O.P.-S.O.A. by its designated representative to the Mayor and Council. A meeting on the grievance shall be held between the GLASSBORO F.O.P.-S.O.A. and the Mayor and Council at which meeting the parties may be represented. Said meeting shall not be held publicly unless both parties so agree in writing. The Mayor and Council shall render a final decision within twenty (20) days of the date of the meeting.

STEP V

In the event that the aggrieved person is not satisfied with the decision of the Mayor and Council, the aggrieved person or the GLASSBORO F.O.P.-S.O.A., on their behalf, has twenty (20) days in which to request arbitration.

- 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 close of the arbitration hearing. The decision shall set forth the Arbitrator's findings of fact, reasons and conclusions on the issues or issue submitted.
- C. The Arbitrator's decision shall be binding.
- D. The costs for the services of the Arbitrator shall be borne equally by the BOROUGH and the GLASSBORO F.O.P.-S.O.A. All other expenses incidental to and arising out of the Arbitration shall be paid by the party incurring same.

SECTION 2

The time limit specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual AGREEMENT between the parties in writing.

SECTION 3

A grievance must be presented at STEP 1 within one (1) week from the date of the occurrence of the facts which gave rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this AGREEMENT.

SECTION 4

Any employee may present a grievance himself, or by a representative of the GLASSBORO F.O.P.-S.O.A./F.O.P.-LC . When an employee's grievance is not presented by the GLASSBORO F.O.P.-S.O.A./F.O.P.-LC, it shall have the right to be present and state its views at all stages of the grievance procedure. In any event, only the Glassboro F.O.P.-S.O.A./F.O.P.-LC shall have the authority to move a grievance to binding arbitration.

ARTICLE IV

SALARIES

The annual salary for 2005, 2006, 2007 and 2008 for all members recognized in ARTICLE I of this AGREEMENT shall be set forth in SCHEDULE "A"- Salary Guide , which is attached hereto and made a part hereof. 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 and other rights and benefits, e.g. vacation, for the purpose of this ARTICLE, shall be deemed to have commenced from the date of hire. All calculation increases in salary and / or benefits shall be effective the first day of January of each contract year for the life of this agreement.

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 Platoon Sergeants, sergeants First Class, Lieutenants, and Captains, excluding Detective Sergeants, and Detective Sergeants First Class shall be compensated for, at the rate of one (1) hour straight time pay for each three (3) hours stand-by time or part thereto.
- B. Detective Sergeants and Detective Sergeants First Class shall be excluded from stand-by time compensation unless specifically placed on stand-by notice for other than stand-by duty, at which time they shall be compensated at the same rate as officers in Paragraph "A". If an emergency arises and it becomes necessary for a Detective Sergeant or Detective Sergeant First Class due to a manpower shortage, that officer shall be paid according to the following schedule: in 2005, 8 hours straight pay for each week (7 day) period of Detective stand by duty; 2006, (12) hours straight pay compensation for each week (7 day) period of Detective stand-by-duty; in 2007, fourteen (14) hours straight pay compensation for each week (7 day) period of Detective stand-by-duty; and 2008, sixteen (16) hours straight pay compensation for each week (7 day) period of Detective stand-by-duty.

ARTICLE VII

DESK RELIEF

Receptionists shall not be relieved by a member(s) mentioned in ARTICLE I of this AGREEMENT during any break which they may take whether it is in the building or out of the building.

ARTICLE VIII

OVERTIME

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

- A. The rate for straight time pay for all Sergeants and Sergeants First Class listed in ARTICLE I of this AGREEMENT shall be computed by dividing the base pay by

2080.

- B. The rate for straight time pay for all Lieutenants listed in ARTICLE I of this AGREEMENT shall be computed by dividing the base pay by 2080.
- C. The rate for straight time pay for all Captains listed in ARTICLE I of this AGREEMENT shall be dividing the base pay by 2080.
- D. The hourly rate for overtime shall be computed by multiplying the straight time rate by one and one-half (1.5).
- E. The regular scheduled work period for the purpose of computing overtime shall be from Sunday to Saturday.

SCHEDULING OF OVERTIME

The Borough agrees that all overtime that can be distributed among the members of this Agreement shall be done so equally and fairly among the members when feasible to do so.

ARTICLE IX

RECALL TO DUTY

When an officer is recalled to duty, they shall be compensated at a rate of one and one-half (1.5) pay or compensatory time at the officer's discretion for a minimum of two (2) hours. Rate of pay to be computed per ARTICLE VIII, paragraph A, B, or C.

ARTICLE X

HOLIDAYS

- A. All Sergeants, Sergeants First Class, Detective Lieutenants and Captains mentioned in ARTICLE I that work the holiday shall be compensated with compensatory time equal to the length of his/her scheduled shift. Beginning January 1, 2006, FOP agrees to receive straight pay in place of compensatory time.
- B. All Lieutenants mentioned in ARTICLE I that work the holiday shall be compensated with compensatory time equal to the length of his/her scheduled shift. Beginning January 1, 2006, FOP agrees to receive straight pay in place of compensatory time.

- C. All members mentioned in ARTICLE I working any shift on Christmas Eve (Dec. 24) shall be compensated with straight time equal to one-half (1/2) the length of his/her scheduled shift.
- D. All additional days off (other than those days already listed in SCHEDULE C), or part thereof afforded other Borough Employees shall be granted to members in ARTICLE I. Compensation shall be straight time.
- E. For the purpose of this paragraph, holidays shall be listed in SCHEDULE "C" respectively, which is attached hereto and made part thereof.

ARTICLE XI

CLOTHING ALLOWANCE

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

Sgts. First Class and lower ranks covered by this contract 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 XII

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 the monthly income insurance, or its benefit equivalent,

for the duration of this agreement for all employees, their spouses and eligible children.

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) years of employment with the Borough and twenty-five (25) years of creditable service (Off. John Hagen with 15 years of service) and/or disability leave (permanent or temporary) the EMPLOYEE shall enjoy the same medical benefits set forth as though he/she were still actively employed. There shall be no decrease in medical benefits and shall continue until death of the retiree and spouse.
- 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 XIII

SICK LEAVE

Sick leave will be in 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 members mentioned in ARTICLE I. The attached Borough disability policy schedule will be considered SCHEDULE "F".

When a member mentioned in ARTICLE I of this AGREEMENT is injured on duty and is relieved of duty by doctor's orders the MEMBER 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 member mentioned in ARTICLE I of this AGREEMENT who does not call out sick during

the course of one year shall receive a bonus of One Hundred Dollars (\$100.00). This bonus shall be prepared as a gift certificate or voucher for said member.

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 working days
Completion of 5 years to 10 years	15 working days
Completion of 10 years to 15 years	20 working days
Completion of 15 years to 20 years	25 working days
Completion of 20 years	30 working days

A. Lieutenants:

The vacation formula is based on the length of the work day. In the event that the work schedule should change to eight (8) hours a day, five days a week the vacation formula will be changed accordingly. One vacation week shall be equal to four (4) working days. 1 vacation day is equal to ten (10) hours.

This vacation formula is based on four (4), ten (10) hour work days equal to one (1) forty (40) hour workweek.

B. Captains, Detective Lieutenants, Sergeants, and Sergeants First Class:

The vacation formula is based on the length of the work day. This vacation formula is based on five (5), eight (8) hour work days equal to one (1) forty (40) hour workweek.

Vacations shall be based on anniversary date and taken according to Borough Policy.

ARTICLE XVI

INCENTIVE PROGRAMS

- A. **K-9 HANDLERS:** 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. Officer in Charge of the K-9 unit with at least 10 years service in the K-9 unit will continue to receive \$1,000.00 per year for each year while in charge of the unit.
- C. **FIREARMS INSTRUCTORS:** Firearms instructors shall receive \$400.00 each year for the purpose of maintaining a current training program.
- D. **EMERGENCY MEDICAL TECHNICIAN:** Officers certified as EMT's shall receive 100.00 per year.
- E. **PHYSICAL FITNESS:**

All members mentioned in ARTICLE I of this AGREEMENT, who successfully complete a Physical Fitness Assessment Test, shall be compensated in pay. Total average score of 70%-84.9% shall receive \$300.00. A total average score of over 85% shall receive \$500.00.

Members are not obligated to opt for the Physical Assessment Test nor do the results of the Physical Assessment Test have any consequences on the member's employment with the Glassboro Police Department. The standards for the Physical Assessment Test shall be established by the Glassboro Police Department Official who is certified to establish such a testing procedure.

- F. **TECHNICAL SERVICES: MEMBERS** mentioned in ARTICLE I of this AGREEMENT who are assigned and accountable to provide research and development for existing and future communication needs of the department, training standards and proper maintenance for the (Telephone, Data, Radio, Computer Systems) shall receive \$500.00 per year.
- G. **COLLEGE DEGREES:** 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
- H. **Sergeant First Class:** All sergeants shall serve a period of eighteen (18) months in grade

before achieving the rank of sergeant first class (Sfc).

All incentive pay shall be paid in the first pay of December. (Excluding Incentive "G", which shall be paid the first pay of June).

ARTICLE XVII

SUPERVISORS VEHICLES

All members listed in ARTICLE I of this AGREEMENT will be assigned their own vehicle. This vehicle will be housed at their residence, if within the Borough of Glassboro. All exceptions must be approved by the Public Safety Committee.

ARTICLE XVIII

RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the members of the GLASSBORO F.O.P.-S.O.A., as mentioned in ARTICLE I of this AGREEMENT have here to fore 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 length.

ARTICLE XIX

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 first receiving approval from the Borough Solicitor.

ARTICLE XX

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 GLASSBORO F.O.P.-S.O.A. because of its membership or activity in the GLASSBORO F.O.P.-S.O.A. The GLASSBORO F.O.P. or any of

its agents shall not intimidate or coerce employees into membership. Neither the EMPLOYER nor the GLASSBORO F.O.P.-S.O.A. shall discriminate against any employee because of race, color, creed, nationality, sex, age or origin.

ARTICLE XXI

SAVINGS CLAUSE

In the event that 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 effected shall remain in full force and effect, and the parties shall re-negotiate any ARTICLE effected.

ARTICLE XXII

PERSONAL DAYS

Each member of the Police Department mentioned in ARTICLE I shall be given five (5) personal days for each calendar year of this AGREEMENT, to be taken off at their discretion with twelve (12) hours notice, except in the case of an emergency during the course of the calendar year. In the event not all days are used, the EMPLOYER will compensate the members mentioned in ARTICLE I straight time pay for each day accumulated. Said pay shall be paid to the EMPLOYEE on or before December 31 in that year.

ARTICLE XXIII

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.

All Physical and Optical examinations shall be scheduled and completed by May 1 of each year. In addition to the basic Medical examination, all members 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.

ARTICLE XXIV

PAY CHECKS

All items on paychecks, such as overtime, dues, pension, etc., shall be listed separately. Pay checks shall be issued to the members mentioned to ARTICLE I of this AGREEMENT on a bi-weekly basis and said pay check shall be available for the EMPLOYEE to be picked up by 8:00 a.m. Friday unless there is a scheduled holiday, then the check will be made available the day prior to the Holiday at 8:00 a.m. All other checks will be issued in accordance with their respective ARTICLE.

ARTICLE XXV

IN-SERVICE TRAINING PROGRAMS

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. Detective Sgts. and Detective Sgts. First Class shall qualify 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.

Any and all additional mandatory training sessions shall be paid at the member's current overtime rate. Any non-mandatory training sessions shall be compensated at the members, current straight hourly rate (pay or compensatory) time. In the event that an agreement of lesser amount of training sessions is made with the FRATERNAL ORDER OF POLICE PATROL / DETECTIVE contract, the members recognized in ARTICLE I of this agreement shall be afforded the same benefits, and shall be attached to this agreement.

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

ARTICLE XXVI

PRACTICE AMMUNITION

All members of this AGREEMENT shall be given 200 rounds of ammunition per year for their duty weapon. Said ammunition shall be distributed to the members prior to firearm qualifications for the purpose of practice.

ARTICLE XXVII

SAFETY EQUIPMENT

To preserve the health and safety of all members mentioned in ARTICLE I of this AGREEMENT and to assist said members to better protect the public and themselves, the following safety equipment shall be supplied, or issued under the stipulation set forth.

- A. Each officer shall be issued a bulletproof 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 the standards set forth in the 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 vehicle as is 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 XXVIII

DELEGATES AND CONVENTIONS

- A. Delegates to the State FOP shall be afforded time off without loss of time or pay to attend the scheduled meetings or special meetings of the State Organization.
- B. FOP Convention Delegates shall be afforded time to attend the conventions of the State

or National Organization without loss of time or pay. Time shall be allowed for travel to and from said locations of the Convention. Benefits for the Convention Delegate shall be in accordance with State Law.

- C. Captains and Lieutenants shall be afforded time off without loss of time or pay to attend South Jersey Superior Officers Meetings.
- D. 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 two 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.

ARTICLE XXIX

NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor AGREEMENT in accordance with the New Jersey EMPLOYER-EMPLOYEE Relations Act, in good faith, to reach AGREEMENT on all matters concerning the terms of and conditions of employment of the Borough employees mentioned in ARTICLE I. Such negotiations shall begin not later than September 15, of the calendar year in which this AGREEMENT expires. Any agreement so negotiated shall apply to all employees included in ARTICLE I, be reduced to writing, be signed by authorized representatives of the Borough of Glassboro and the authorized representatives of the GLASSBORO F.O.P.-S.O.A. F.O.P.-L.C.
- 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 any representatives of the GLASSBORO F.O.P.-S.O.A.-LC or any EMPLOYEE is mutually scheduled by the parties to participate during the EMPLOYEE'S scheduled working hours in negotiations, grievances, conferences or meetings, they shall suffer no loss of pay or other fringe benefits and shall be relieved from duty subject to the manpower needs of the department.

ARTICLE XXX

COURT TIME

- A. All members 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 a **minimum of two (2)** hours call in pay for each attendance when the officer is not scheduled for duty.

- B. **STAND-BY SUBPOENAS:** Officers receiving a "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 considered only when the officer is not scheduled for duty during that 24 hour period, if the officer reports to court, stand-by pay shall cease and the officer shall be compensated per paragraph "A" of this ARTICLE.

ARTICLE XXXI

ADDITIONAL EXPENSES

The EMPLOYER agrees to pay the reasonable costs of meals and lodging when incurred while on Official Borough business outside the Borough. A meal allowance in the amount of \$7.00 inclusive of tip per meal will be granted while attending schools. The EMPLOYER agrees to pay \$0.28 per mile when the member mentioned in ARTICLE I of this AGREEMENT use their personal vehicle for official Police Business only with prior approval from the Chief of Police or his/her designee.

ARTICLE XXXII

BOROUGH EMPLOYEE BENEFITS

All members 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 XXXIII

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 XXXIV

TERMINAL LEAVE

Terminal leave shall be afforded to all members of this AGREEMENT upon retirement from the Glassboro Police Department. 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 members mentioned in ARTICLE I have the option to either take the terminal leave along with all accumulated personal days, vacation days, and compensatory days on your official retirement date and or sell back all or part of saved time mentioned for one lump sum. The money would be calculated hour for hour at the employee's highest rate of pay obtained with the Borough.

ARTICLE XXXV

COMP TIME SELL BACK

Members 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.

Members mentioned in ARTICLE I 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.

Members shall be notified by November 15th as to the number of hours they may sell back. Payment shall be in the second pay of December. In the event sell back is enjoyed by other Borough Employees, so shall it be enjoyed by the members of this AGREEMENT.

In using comp time as set forth above, members covered by this Agreement shall be permitted to use such time off 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.

With regard to his accrued compensatory time, Lt. Harrell will be permitted to carry 450 hours of comp time until July 1, 2007. Lt. Harrell is expected to be at or below 450 hours between now and December 31, 2005. After July 1, 2007, Lt. Harrell shall comply with the above procedure.

ARTICLE XXXVI

PROMOTIONAL PROCEDURES

- A. It is agreed by both parties that the promotion to the rank of Lieutenant in the Glassboro Police Department will be filled from the rank of Sergeant First Class and/or Detective Sergeant First Class.
- B. It is agreed by both parties that the promotion to the rank of Captain in the Glassboro Police Department will be filled from the rank of Lieutenant and /or Detective Lieutenant.

ARTICLE XXXVII

SHIFT COVERAGE

When a Corporal or Senior Officer is in charge of the shift in place of his Platoon Sergeant, and the shift falls below the minimum manpower of four (4) officers, the remaining Patrol Sergeants will have the first option to respond for call in duty. In the event none of the Patrol Sergeants are available, the Senior Officer will contact the next available patrol officer for coverage.

ARTICLE XXXVIII

WORK SCHEDULE

A. Captains:

Captains work hours shall be from 8:00 a.m to 4:00 p.m. Monday thru Friday (excluding

Holidays).

B. Administrative Lieutenants:

Lieutenants' work hours shall be from 7:00am to 4:00pm or 8:00am to 5:00pm Monday through Thursday or Tuesday through Friday (excluding holidays). If a lieutenant is assigned as the court liaison officer then the lieutenant shall work a schedule compatible with the municipal court dates in order to provide coverage for all municipal court proceedings. In the event that court continues to be held on Mondays, at least one of the remaining lieutenants shall work the Tuesday through Friday schedule. Lieutenant(s) working Tuesday through Friday, who miss the Monday holidays as a result of their prevailing schedule, shall be afforded the following Friday off during that same week. Flexible scheduling is permissible upon an agreement between the officer and the Chief of Police or his/her designee.

Lieutenants previously working the Patrol Division Lieutenants' work hours, 4 shifts 6:45am to 5:00pm and 3:45pm to 2:00am (weekly rotation)

Day Shift (4 on/4 off)
Night Shift (4 on/4 off)

shall remain on this schedule until July 1, 2006. Starting July 2, 2006, Lieutenants working this shift will work Monday to Thursday from 7:00am to 4:00pm through the duration of this Agreement.

C. Detective Division Lieutenant:

Detective Lieutenants work hours shall be from 8:00 a.m. to 5:00 p.m. Monday through Thursday (excluding Holidays).

D. Patrol Division Sergeant:

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

Shift one: 12:00 midnight to 8:00 a.m., five consecutive days on, then four days off.
Shift two: 8:00 a.m. to 4:00 p.m., five consecutive days on, then three days off.
Shift three: 3:00 p.m. to 12:00 midnight, five consecutive days on, then three days off.

E. Specialty Unit Schedule:

A. Modifications to the schedule of a member mentioned in Article I of this agreement may be made while voluntarily assigned to a specialty unit (e.g. COPS Team; School Resource Officer). The officer's acceptance of an

assignment is his or her implied consent to this modified schedule.

- B. Upon reassignment to Patrol Division or the Detective Division, voluntary or otherwise, the officer's schedule will return the normal Patrol Division Schedule or Detective Bureau Schedule.

ARTICLE XXXIX

CONTINUING DEATH BENEFIT

The Borough agrees to cover the Beneficiary/or family of a member mentioned in ARTICLE I, in case of Death, by continuing to issue the EMPLOYEE'S full salary paychecks/and Medical Benefits for a period of six (6) months thereafter.

ARTICLE XXXX

DUTY ASSIGNMENT

It is agreed by both parties that in the future when each assigned platoon grows to the strength of six (6) Patrol Officers and one (1) Sergeant as supervisor, the Sergeant in charge will not be considered to be one of the four officers required as minimum manpower. The Sergeants responsibility at this point will be to supervise and to take care of other assigned duties in this capacity.

ARTICLE XXXXI

DURATION

- 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 and twenty (120) days before the expiration of this AGREEMENT, or proposed changes and their desires to terminate this AGREEMENT.
- B. The terms set forth in this AGREEMENT shall remain in effect after December 31, 2008 and during such time that the AGREEMENT for 2009 is being negotiated.

ARTICLE XXXXII **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.

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

ATTEST:

Patricia A. Fontana

Borough Clerk

BOROUGH OF GLASSBORO

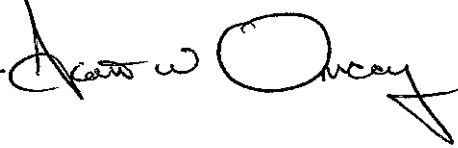
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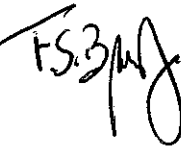
Borough Administrator

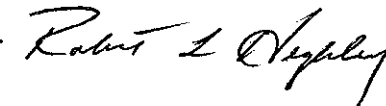
ATTEST:

Borough Administrator

F.O.P.-S.O.A. REPRESENTATIVES

By: 

By: 

By: 

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

**Salary Guide
2005-2008**

Schedule "A"

	2005	2006	2007	2008
Sergeant				
Sgt. after 6 yrs	\$79,565.00	\$82,589.00	\$85,810.00	\$89,242.00
Sgt. after 10 yrs	\$81,030.00	\$84,109.00	\$87,389.00	\$90,885.00
Sgt. after 15 yrs	\$81,762.00	\$84,869.00	\$88,179.00	\$91,706.00
Sgt. after 20 yrs	\$82,495.00	\$85,630.00	\$88,969.00	\$92,528.00
Sgt. after 25 yrs	\$82,922.00	\$86,073.00	\$89,430.00	\$93,007.00
Sergeant First Class				
Sfc. after 6 yrs	\$82,354.00	\$85,896.00	\$90,104.00	\$94,601.00
Sfc. after 10 yrs	\$82,789.00	\$86,350.00	\$90,580.00	\$95,101.00
Sfc. after 15 yrs	\$83,660.00	\$87,258.00	\$91,533.00	\$96,101.00
Sfc. after 20 yrs	\$84,532.00	\$88,168.00	\$92,487.00	\$97,103.00
Sfc. after 25 yrs	\$85,246.00	\$88,912.00	\$93,268.00	\$97,923.00
Lieutenant				
Lt. after 6 yrs	\$85,236.00	\$89,332.00	\$94,610.00	\$100,277.00
Lt. after 10 yrs	\$85,686.00	\$89,804.00	\$95,109.00	\$100,807.00
Lt. after 15 yrs	\$86,588.00	\$90,749.00	\$96,110.00	\$101,867.00
Lt. after 20 yrs	\$87,490.00	\$91,694.00	\$97,111.00	\$102,929.00
Lt. after 25 yrs	\$88,229.00	\$92,469.00	\$97,932.00	\$103,798.00
Captain				
Capt. after 6 yrs	\$88,220.00	\$92,905.00	\$99,340.00	\$106,294.00
Capt. after 10 yrs	\$88,685.00	\$93,396.00	\$99,865.00	\$106,855.00
Capt. after 15 yrs	\$89,618.00	\$94,379.00	\$100,915.00	\$107,979.00
Capt. after 20 yrs	\$90,552.00	\$95,362.00	\$101,967.00	\$109,104.00
Capt. after 25 yrs	\$91,317.00	\$96,168.00	\$102,828.00	\$110,026.00

SCHEDULE "B"

RESERVED

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 "D"

RESERVED

SCHEDULE "E"

RESERVED

SCHEDULE "F"

BOROUGH DISABILITY POLICY

SCHEDULE

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 4-7 - officer loses 1 day compensatory time
Years 7+ - no time lost