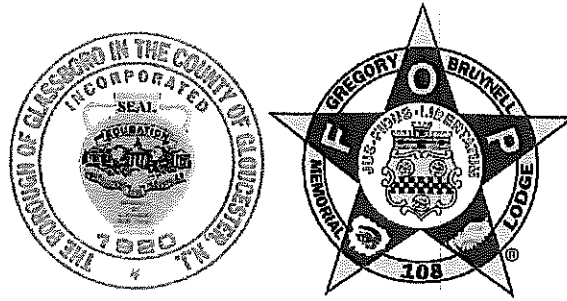


2021-2024 AGREEMENT BETWEEN



THE BOROUGH OF GLASSBORO

AND

GREGORY BRUYNELL MEMORIAL

FRATERNAL ORDER OF POLICE LODGE 108



FOR

SERGEANTS, LIEUTENANTS AND CAPTAINS

OF THE

GLASSBORO POLICE DEPARTMENT

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AGREEMENT

This AGREEMENT, made on this 23rd day of March, 2021, between the Borough of Glassboro, herein referred to as the "BOROUGH" or "EMPLOYER" and the Fraternal Order of Police, Lodge 108, Superior Officer's an affiliate of the Fraternal Order of Police, and herein referred to as the "EMPLOYEE", "GLASSBORO FRATERNAL ORDER OF POLICE SUPERIOR OFFICER'S UNIT", "FOP" or "SOA"

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 premise and mutual agreements herein contained, the parties agree with each other in respect to the EMPLOYEES of the EMPLOYER as being represented by the Glassboro Fraternal Order of Police Superior Officer's Unit as follows:

ARTICLE 1 RECOGNITION AND AGENCY SHOP

The EMPLOYER recognizes the aforementioned FOP Lodge 108- SOA as the exclusive representative for all its Captains, Lieutenants, Sergeants and Sergeants First Class, Detective Sergeants and Detective Sergeants First Class, excluding the Chief of Police, Patrol Officers, Detectives, Investigators, Dispatchers, Clerks and any other Employee of the Borough of Glassboro. It is further agreed that all Probationary Officers shall receive and enjoy all of the benefits of this Agreement for which they are eligible from date of hire, 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.

**ARTICLE 2
MANAGEMENT RIGHTS**

The FOP-SOA recognizes that there are certain functions, responsibilities and management rights exclusively reserved for the Employer. All rights power and authority in accordance with the law 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 for in this Agreement.

**ARTICLE 3
GRIEVANCE PROCEDURE**

SECTION 1

The time limits specified in this Agreement procedure shall be construed as maximum; however, these times may be extended upon mutual agreement between the parties in writing.

SECTION 2

A grievance must be presented at Step I within one (1) week from the date of the occurrence of the facts 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 followed. A designated representative referred to in this Article shall be a member of the Glassboro FOP Lodge 108- SOA as defined in Article I.

SECTION 4

Any Employee may present a grievance himself, or by a representative of the FOP Lodge 108-SOA or the Lodge legal counsel. When an Employee's grievance is not presented by the FOP Lodge 108-SOA or the Lodge legal counsel, 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-SOA shall have the authority to move a grievance to binding arbitration.

SECTION 5

All grievances shall be filed on the official FOP grievance form supplied by the FOP.

STEP I

An Officer with a grievance shall first discuss it with his immediate supervisor, either directly or through a representative designated in Section 1 of this Article for the purpose of settling the grievance in an amicable and informal manner. This must be done in writing fifteen (15) working days following the alleged violation. If a solution was not found and satisfaction not received, proceed to STEP II.

STEP II

If no decision was rendered or satisfaction was not received within ten (10) 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 fifteen (15) working days of the initial incident. A meeting on

the grievance shall be held within ten (10) 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 FOP 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 FOP representative and the Borough Administrator/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 it is requested by both parties. The Borough Administrator or in his/her absence, the Assistant Borough Administrator shall render a 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 FOP at the request of the aggrieved shall be forwarded to Mayor and Council, along with prior decisions on the matter. A meeting shall be held between the aggrieved, the FOP representative and Mayor and Council within twenty (20) days of the formal request at the STEP IV level. Said meeting shall not be made public unless it is requested by both parties. The Mayor and Council shall render a written decision within twenty (20) days of the hearing.

STEP V

If the aggrieved party, or the FOP, 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 FOP, on behalf of the aggrieved, may file formally for an arbitration hearing within thirty (30) 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 arbitrators' decision shall be in writing and shall not be issued later than thirty (30) calendar days after closing of the Arbitration Hearing. The decision shall set for the Arbitrator's finding of facts, reasons and conclusions on the issue or issues submitted.
- c. The Arbitrator's decision shall be binding on both parties.
- d. The costs for the services of the Arbitrator shall be equally borne by the Employer and the FOP. All other expenses arising out of the arbitration shall be borne by the party incurring same.

**ARTICLE 4
SALARIES**

The annual salary for 2021, 2022, 2023 and 2024 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 thereof. All money shall be retroactive to January 1, 2021 for all of those members who are on the payroll as of the date of execution of this Agreement.

**ARTICLE 5
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 officer's date of hire. All salary increases (i.e. salary step increases) based on the officer's date of hire anniversary shall commence on January 1 preceding the officer's date of hire.

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. For the purposes of cash payout, leave days will be considered eight hours for personal, vacation and terminal leave.

All new officers hired after January 1, 2005 will receive their incentive paystep increases and personal days prorated to their anniversary date.

**ARTICLE 6
STAND-BY TIME**

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 a rate of one (1) hours straight time pay for every three (3) hours of stand-by time or part thereto.

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 will be compensated at the same rate as officers in Paragraph 1. If an emergency arises and it becomes necessary for a Detective Sergeant and Detective Sergeant First Class to cover stand-by due to a manpower shortage that officer shall be paid sixteen (16) hours straight pay compensation for each week (7 day period) of Detective stand-by duty.

The Detective Sergeant will cover a stand-by period only in the event of an emergency.

**ARTICLE 7
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 for all officers listed in Article 1 of this Agreement 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. 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 officers of the police department shall be done so equally and fairly among those members when feasible to do so.

ARTICLE 8 RECALL TO DUTY

When an officer is recalled to duty, he or 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 7b.

ARTICLE 9 HOLIDAYS

All Sergeants and Sergeants First Class mentioned in Article 1 that work the holiday shall be compensated with straight time equal to the length of his/her shift. This additional compensation shall be in compensatory time or pay, at the Officer's discretion.

All members mentioned in Article 1 working any shift on Christmas Eve (December 24) shall be compensated with straight time equal to one-half (1/2) of his/her scheduled shift. Compensation shall be in compensatory time or pay, at the Officer's discretion.

All additional days off (other than those holidays listed in Schedule B), or part thereof afforded other Borough Employees shall be granted officers in Article 1. Compensation shall be in straight time.

For the purpose of this Article, holidays shall be listed in Schedule B respectively, which is attached hereto and made part thereof.

ARTICLE 10 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 loss must be submitted at the time of the occurrence and signed by that Employees supervisor.

The Class B uniform will be worn by Sergeants and Sergeants First Class during all shifts and side details. 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 1 of this Agreement.

All Officers shall maintain one serviceable long sleeve Class A uniform shirt, Class A uniform trousers and set of leather gear.

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

ARTICLE 11 MEDICAL BENEFITS

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-two (32) hours or more per week, their spouses and children. All new Employees working thirty-two (32) hours or more per week shall be entitled to medical benefits at the conclusion of the sixty (60) day waiting period from 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. Employees further agree to accept the copayments associated with the chosen health insurance plan and prescription plan attached to the health insurance plan. The Borough will make funds available to members covered by this Collective Bargaining Agreement to upfront payments for medications. Once the member/Employee receives reimbursement, he or she is required to turn over that payment to the Borough Chief Financial Officer in a timely manner.

Every Officer who works at least thirty-two (32) hours per week, together with his or her dependents, shall be entitled to medical coverage under the State Health Benefits Program. Premium costs will be paid by the Employer, except that the Officer shall contribute toward the cost of their health benefits as required by New Jersey law. That contribution shall never be less than the amount listed in the 2009-2012 Collective Bargaining Agreement, which is based on New Jersey Direct 10 plan as the base and 6.5% co-premium of dependent cost.

Retired Employees shall have their medical benefits co-premiums frozen at the percentage in effect at the time of retirement, except otherwise provided by New Jersey law. The co-premium cost shall never be less than the amount listed in the 2009-2012 Collective Bargaining Agreement, which is based on New Jersey Direct 10 plan as the base and 6.5% co-premium of dependent cost.

Upon retirement, after twenty (20) or more years of employment with the Borough and twenty-five (25) years of creditable service with the Pension (Officer John Hagen with 15 years of service) and/or disability leave (permanent or temporary), the Employee and spouse of record at the time of retirement 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 at the time of retirement, with the following exception:

Retired Officers shall pay the same medical copayments as current Employees and the retired Officer will pay the prescription copayments that are designated by the "Prescription Drug Coverage for Retirees" schedule set by the New Jersey State Health Benefits program.

If a statewide early retirement program is offered by the New Jersey Police and Fire Pension System, enabling the Officer to retire at full pension at twenty (20) years of service instead of the 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 early retirement.

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

Any officer who shall suffer from any communicable disease, including but not limited to Hepatitis A, B, or C, Tuberculosis, Human Immunodeficiency Virus, Bacterial or Viral Meningitis or Acquired Immune Deficiency Syndrome, 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 12 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 or her designee.

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

In addition to the basic medical examination, all officers who are forty (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 13 SICK LEAVE AND DISABILITY POLICY

Sick leave policy 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 a 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 1. The attached Borough disability policy schedule will be considered Schedule C.

Officers mentioned in Article 1 shall be allotted eighty (80) sick leave hours on January 1 of each calendar year.

- a. Sick leave not used by an Employee shall accumulate from year to year.
- b. Employees who leave employment, either by resignation, retirement or disability shall be paid for their accumulated sick time at a rate of \$50.00 per day (8 hours), not to exceed \$5,000.00 (800 hours/100 days)
- c. Sick leave may be used in partial-day increments.

- d. Sick leave may be used for the care of a sick or injured spouse or child.
- e. Upon hire, an Employee after completion of one (1) month of employment shall be entitled to sick leave on the basis of eight (8) hours per month, not to exceed eighty (80) hours. After the completion of one (1) year, the Employee shall receive eighty (80) sick hours for the current calendar year and for every year following be allotted eighty (80) sick leave hours on January 1 of each calendar year. When an Officer mentioned in Article 1 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 (IOD). This loss of time shall not deprive the Officer of any benefits.

Any Officer mentioned in Article 1 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 paid as a gift certificate for said Officer.

Disability Leave

An Employee who is medically disabled as a result of illness or injury, including any medical disability related to pregnancy, but excluding illnesses or injuries resulting out of or in the course of Employee's job.

An Employee shall not be entitled to paid disability benefits unless he or she has been unable to work for a continuous period of eight (8) calendar days. Sick Time will be used to cover the waiting period

An Employee who has a remaining balance of paid sick days must use such leave to supplement the half-pay disability leave pursuant to Appendix C.

In order to be deemed "medically disabled" and thus be eligible to receive paid disability leave, an Employee must present to the Administrator a "Disability Certification Form" prior to a disability that presents reasonable medical documentation regarding the nature and extent of his or her disability and the projected duration of the period of disability. This form is Appendix D of this document.

The Disability Certificate Form must include the following:

- A. Employee Information & Signature
- B. Medical Certificate (Form is attached as Appendix D)
 - 1. Physician Information
 - 2. Period of Disability
 - 3. Treatment Date & Frequency
 - 4. Next Appointment
 - 5. Start Date Employee Unable to Perform Work Duties
 - 6. Estimated Return to Work Date
 - 7. Patient Limitations, Upon Return to Work

8. Diagnosis and Diagnosis Code
9. Clinical Data & Test Performed to Support Diagnosis
10. Date & Type of Surgery
11. Physician's Signature and Date

The Borough agrees to keep the information related to the Employee's medical condition confidential to greatest extent possible. In addition, if the period of disability exceeds sixty (60) days, the Employer shall have the right, at its discretion and expense, to require that Employee submit to an independent medical exam by a physician selected by the Employer.

Reporting or Verification of Sick Leave

Employees shall contact their supervisors to request sick leave prior to each work day or as soon as possible 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, when reasonable, to produce a doctor's certificate verifying the need for sick leave, provided the Employee is notified of such requirement in a timely basis. Failure to produce a doctor's certificate when reasonably required may be the 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 14 VACATIONS

During the first calendar year of employment, Employees shall receive sixteen (16) vacation hours for every four (4) months of service completed.

- a. Commencing with January 1 of the calendar year following the date of employment and every year thereafter, the Employee shall receive ten (10) vacation days.
- b. Commencing with January 1 of the year in which the fifth (5th) anniversary occurs, and every year thereafter, the Employee shall receive fifteen (15) vacation days.
- c. Commencing with January 1 of the year in which the tenth (10th) anniversary occurs, and every year thereafter, the Employee shall receive twenty (20) vacation days.
- d. Commencing with January 1 of the year in which the fifteenth (15th) anniversary occurs, and every year thereafter, the Employee shall receive twenty-five (25) vacation days.
- e. For Officers hired prior to 1-1-98, commencing with January 1 of the year in which the twentieth (20th) anniversary occurs, and every year thereafter until retirement, the Employee shall receive thirty (30) vacation days

A. Lieutenants

- a. 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. One (1) vacation day is equal to nine (9) hours.
- b. The vacation formula is based on four (4), nine (9) hours work days equal to one (1) forty (40) hours work week.

B. Captains, Sergeants and Sergeants First Class

- a. The vacation formula is based on the length of the respective officer's work day (e.g. Captain works eight hour days, Sergeants work eight or nine hour days)

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

**ARTICLE 15
INCENTIVE PROGRAM**

- a. K-9 Handlers who maintain proper care and training of their canine shall receive \$1,500.00 per year for each year of the Agreement.
- b. Firearms Instructors shall receive \$600.00 per year for the purpose of maintaining a current training program.
- c. Officers certified as Emergency Medical Technicians shall receive \$120.00 per year.
- d. All members mentioned in Article 1, who successfully complete a Physical Fitness Assessment Test shall be compensated in pay. Said pay shall be on a scale of \$360.00 for a total average score of 70%-84.9%. A total average score of over 85% will receive \$600.00.

Members are not obligated to opt for physical incentive nor do the results of the test have any consequence 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.

Incentives a, b, c, and d shall be paid in the first pay in December.

- e. Members mentioned in Article 1 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 and computer systems shall receive \$500.00 per year.
- f. 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.

Associate's Degree	\$525.00
Bachelor's Degree	\$800.00
Master's Degree	\$1020.00

- g. All Sergeants shall serve a period of eighteen (18) months in grade before achieving the rank of Sergeant First Class.
- h. Officers who are fluent in a language other than English who utilize and make their skill available to assist the Police Department in investigations shall receive \$600.00 per year payable in the first pay in June. Eligibility for this incentive is subject to approval by the Chief of Police.

All incentive pay shall be paid in the first pay of December, (Excluding Incentive f and h, which shall be paid the first pay of June)

**ARTICLE 16
SUPERVISOR VEHICLES**

All members listed in Article 1 of this Agreement will be assigned their own vehicle. This vehicle will be housed at their residence, if within the Borough of Glassboro.

Lieutenants and Sergeants who live within a ten mile radius of the Borough may house their assigned vehicles at their residence.

All exceptions must be approved by the Public Safety Committee.

**ARTICLE 17
WORK SCHEDULE**

Captains work hours shall be from 8:00am to 4:00pm Monday thru Friday (excluding holidays).

Administrative 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. Lieutenants 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 agreement between the officer and the Chief of Police or his/her designee.

Patrol Division Sergeant: The Patrol Division schedule shall be:

Shift One:	12:00 midnight to 8:00am, five consecutive days	Four days off
Shift Two:	8:00am to 4:00pm, five consecutive days	Three days off
Shift Three:	4:00pm to 12:00 midnight, five consecutive days	Three days off

Specialty Unit Schedule

Modifications to an officer's schedule may be made while voluntarily assigned to a specialty unit (e.g. Community Oriented Policing Unit, School Resource Officers). The Officer's acceptance of an assignment is his or her implied consent to the modified schedule.

Upon reassignment to the Patrol Division or Detective Bureau, voluntary or otherwise, the Officer's schedule will return to the normal and accepted Patrol or Detective schedule.

Scheduled hours worked by members of specialty units shall be equivalent to hours defined in Article XVIII.

Swing Shift Officers shall be granted a maximum of (6) hours per shift cycle to attend college classes while on duty without loss of pay. Departmental minimum shift manning requirements shall remain on patrol duty during college attendance leave. Community Response Unit Officers count in determining manpower strength for the purpose of college attendance leave.

ARTICLE 18 PERSONAL DAYS

Each member of the Police Department mentioned in Article 1 shall be given five (5) personal days for the calendar year to be taken off at their discretion with eight (8) hours' notice except in an emergency during the course of the year. If personal days are not used by the end of the year, they shall be converted to two (2) sick bank days or eight (8) hours compensatory time per 8 hours personal time. Each Employee must choose either the sick bank or compensatory time in full. There will be no splitting between sick bank and compensatory time.

Personal days may be taken in full or half-day increments.

Payout of personal days will never exceed forty (40) hours.

ARTICLE 19 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 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. One (1) Detective Sergeant and one (1) Detective Corporal will be assigned to the Detective Bureau.

ARTICLE 20 COURT TIME

All Officers mentioned in Article 1 required to attend 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 two (2) hours for each attendance when the Officer is not scheduled for duty.

Officers receiving stand-by subpoenas from County, State or Federal court shall receive an amount of ten dollars (\$10.00) per day for each day on stand-by when court is in session. Stand-by time shall only be paid 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.

In the event that an Officer is required to attend a hearing, conference, meeting or trial stemming from disciplinary action against that Officer or from a grievance filed by that Officer the overtime report shall be forwarded to the Chief of Police or designee and it will be held in abeyance until the disciplinary action or grievance receives final disposition.

- a. If the disposition of the disciplinary action or grievance is in the Officer's favor, he or she will be paid the overtime at the rate that was current on the date the card was submitted.
- b. If the disposition of the disciplinary action or grievance is not in the Officer's favor, the overtime pay will be forfeited.
- c. This does not apply to Internal Investigations related to citizen complaints, criminal complaints, motor vehicle complaints or ordinance violations alleged by a citizen and will not prohibit Officers who are not named in the aforementioned complaints (as a defendant, respondent, aggrieved, etc.) from receiving compensation for their appearances.
- d. This Article shall not apply in civil proceedings where the Officer is the Plaintiff

**ARTICLE 21
RESERVED**

**ARTICLE 22
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 any time during the calendar year at the discretion of the Employee.

Terminal leave shall be computed at a 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 1 have the option to either take the terminal leave along with the accumulated personal days, vacation days and compensatory time prior to the Officer's 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 attained with the Borough.

For the purposes of terminal leave cash payout, one (1) day equals eight (8) hours.

**ARTICLE 23
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 maximum amount of \$10.00 for breakfast, \$15.00 for lunch and \$25.00 for dinner will be granted while attending school. Meal allowance shall be inclusive of the tip. Receipts will be required to verify cost of the meal. An Officer's failure to provide any or adequate documentation may result in a denial of the requested expense.

- a. An Employee may not claim reimbursement for breakfast unless he or she was required to depart his or her home for travel to the school prior to 6:00am or is required to stay at the school overnight.
- b. An Employee may not claim reimbursement for lunch unless he or she is required to remain at the school through the noon meal period.
- c. An Employee may not claim reimbursement for dinner unless he or she is required to remain at or travel home after 7:00pm or to remain overnight.
- d. An Employee may not claim reimbursement for a meal that is included in tuition, registration or conference fees when those fees are paid by the Borough.
- e. Costs of alcoholic beverages, costs incurred by travel companions or family members accompanying the Employee are not reimbursable.

The Employer agrees to pay the Internal Revenue Service mileage allowance rate when the Officer's personal vehicle is used for official business only with prior approval from the Chief of Police or his or her designee.

Lodging for a conference, school or meeting must be approved by the Chief of Police prior to eligibility for reimbursement.

- a. Employees should attempt to secure the lowest government rate available at a reasonably priced facility.
- b. Employees will not be reimbursed for lodging at the private residence of a friend or relative.
- c. Employees will only be reimbursed the "Standard Room" rate for lodging.
- d. Employees must submit receipts with the expense reports. Failure to submit appropriate documentation may result in a denial of the requested expense.

ARTICLE 24 IN-SERVICE TRAINING

Members listed in Article 1 of this Agreement shall perform thirty-six (36) hours of in-service training sessions (16 firearm, including any firearm which requires quarterly training/evaluation) and twenty (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 mandated by other entities, training shall be conducted in 4-5 hours blocks of time. Officers who are required to participate in rifle training/recertification shall be paid at a straight rate for related training. Detective Sergeants and Detective Sergeants First Class shall qualify while on duty.

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 member's current straight hourly rate (pay or compensatory time). In the event that an agreement of

lesser amount of training session is made with the Fraternal Order of Police Patrol/Detective contract, the members recognized in Article 1 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 25 PRACTICE AMMUNITION

All Officers of this Agreement shall be given two-hundred (200) rounds of ammunition for their duty weapon. Said ammunition shall be distributed to the Officers prior to firearms qualifications for the purpose of practice.

ARTICLE 26 SAFETY EQUIPMENT

To preserve the health and safety of all Officers in the Glassboro Police Department and to assist said Employees to better protect the public and themselves, the following safety equipment shall be supplied of 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 shotgun will be installed in police vehicles at the discretion of the Chief of Police. Shotguns will be available at the police department for Officer's use in the event of an emergency.
- c. Plastic spit shields shall be mounted in each patrol vehicle.
- d. First Aid, oxygen and fire extinguishers shall be installed in all police vehicles 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.
- f. Each officer shall be issued an Individual First Aid Kit (IFAK) which includes, at minimum, one (1) tourniquet and two (2) chest seals.
- g. The above Borough issued equipment is to be surrendered by the Officer upon separation of employment. Additionally, all the above Borough issued equipment is to be used solely in connection with the Officer's performance of his duties on behalf of the Borough. None of the above Borough issued equipment is to be used for personal reasons.

**ARTICLE 27
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 parents or foster parents, step-parents, spouse, civil union partner, children (including in-laws), step- children or foster children of the employee, employee's sister, brother, mother-in-law, father-in-law, grandmother, grandfather, step-grandparents, brother-in-law domestic partner, sister-in-law or any relatives who resided in the employee's home. Employees shall be granted one (1) day off in case of death of an aunt, uncle, nephew, niece or first cousin.

**ARTICLE 28
DELEGATES AND CONVENTIONS**

Representatives of the State Fraternal Order of Police shall be afforded time off without loss of time or pay to attend the scheduled meetings or special meetings of the state organization.

FOP Convention delegates shall be afforded time to attend conventions of the state or national 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 State law.

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

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 the Article shall be up to four (4) members covered by this Agreement, but in any case, no more than four (4) members total from both units of FOP Lodge 108 at any one time.

**ARTICLE 29
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 Sergeant as supervisor, the Sergeant in charge will not be considered to be one of the four officers required as minimum manpower. The Sergeant's responsibility at this point will be to supervise and to take care of other assigned duties in this capacity.

**ARTICLE 30
COMP TIME SELL BACK**

Members covered by this Agreement shall not accumulate more than two-hundred (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 or 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 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

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 time is enjoyed by other Borough Employees, so shall it be enjoyed by Officers 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 time 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.

**ARTICLE 31
PAYCHECKS**

All items on the paycheck, such as overtime, dues, pension, etc., shall be listed separately. Pay checks shall be issued to the Officers mentioned in Article 1 of this Agreement on a bi-weekly basis and said paycheck shall be available for the Employee to be picked up by 8:00am on Friday unless there is a scheduled holiday, then it will be made available the day prior to the holiday by 8:00am. All other checks will be issued in accordance with their respective Article.

Officers who choose direct deposit are subject to the rules and fund availability policies of their financial institution.

**ARTICLE 32
RETENTION OF BENEFITS**

Except as otherwise provided herein, all rights, privileges and benefits which the members of the Glassboro FOP- SOA as mentioned in Article 1 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 terms of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

**ARTICLE 33
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 34
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 FOP- SOA because of membership or activity in the Glassboro FOP- SOA, nor shall the Glassboro FOP- SOA or any of its agents attempt to intimidate or coerce any Employee into membership. Neither the Employer nor the Glassboro FOP- SOA shall discriminate against any Employee because of race, creed, nationality, age, sex or religious affiliation or other protected class.

**ARTICLE 35
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 36
PROMOTIONAL ELIGIBILITY**

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.

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.

**ARTICLE 37
NEOGTIATIONS PROCEDURES**

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relation Act, in good faith, to reach an agreement on all matters concerning the terms and conditions of employment of the Employees mentioned in Article 1. 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 1, will be reduced in writing, ratified by both parties and signed by the authorized representatives of the Borough of Glassboro and the Glassboro FOP- SOA.

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.

Whenever a representative of the Glassboro FOP- SOA or any Employee is mutually scheduled by the parties to participate in negotiations, conferences or meetings during the Employee's scheduled working hours, he shall suffer no loss of time, pay or other fringe benefits and shall be relieved from duty subject to the manpower needs of the Department.

**ARTICLE 38
RESERVED**

**ARTICLE 39
CONTINUING DEATH BENEFIT**

The Borough agrees to cover the beneficiary or family of the Officer mentioned in Article 1, 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. This benefit will not include any compensatory time, vacation days or personal days. This time mentioned will be paid in one lump sum and will be separate from the Officer's paycheck.

**ARTICLE 40
RESERVED**

**ARTICLE 41
REOPENERS**

The parties agree that the Borough has the right to reopen the contract on health benefits. If the Borough should reopen the contract during its term to discuss health benefits, then the FOP may reopen negotiations regarding salary.

The parties agree that the Borough has the right to request to reopen the contract with regard to pensions as related to Employees hired after January 1, 2009. This reopener will only apply if the State of New Jersey legislates permission to negotiate pension benefits with Employees. Both parties acknowledge and agree that any negotiations related to this reopener will not affect Employees hired prior to January 1, 2009.

**ARTICLE 42
DURATION**

This Agreement shall become effective January 1, 2021 and shall terminate on December 31, 2024. If either party desires to change this Agreement, it shall notify the other party in writing at least one-hundred twenty (120) days prior to the expiration of this Agreement of proposed changes and their desire to terminate this Agreement.

The terms set forth in this Agreement shall remain in effect after December 31, 2024 and during such time that the Agreement is being negotiated.

Attachment B				
	2021	2022	2023	2024
SERGEANT / DET. SERGEANT				
SGT. AFTER 6 YRS	123,264.45	125,729.74	128,244.33	130,809.22
SGT. AFTER 10 YRS	125,526.31	128,036.84	130,597.57	133,209.52
SGT. AFTER 15 YRS	126,656.05	129,189.17	131,772.96	134,408.42
SGT. AFTER 20 YRS	127,786.99	130,342.73	132,949.58	135,608.57
SGT. AFTER 25 YRS	128,445.90	131,014.81	133,635.11	136,307.81
SERGEANT FIRST CLASS / DETECTIVE SERGEANT FIRST CLASS				
SFC. AFTER 6 YRS	130,640.67	133,253.49	135,918.55	138,636.93
SFC. AFTER 10 YRS	131,327.14	133,953.68	136,632.76	139,365.41
SFC. AFTER 15 YRS	132,703.66	135,357.74	138,064.89	140,826.19
SFC. AFTER 20 YRS	134,081.40	136,763.02	139,498.29	142,288.25
SFC. AFTER 25 YRS	135,211.12	137,915.34	140,673.65	143,487.12
LIEUTENANT				
LT. AFTER 6 YRS	138,450.58	141,219.59	144,043.98	146,924.86
LT. AFTER 10 YRS	139,180.17	141,963.78	144,803.05	147,699.11
LT. AFTER 15 YRS	140,638.16	143,450.92	146,319.94	149,246.34
LT. AFTER 20 YRS	142,100.95	144,942.97	147,841.83	150,798.67
LT. AFTER 25 YRS	143,295.38	146,161.29	149,084.52	152,066.21
CAPTAIN				
CAPT. AFTER 6 YRS	146,728.91	149,663.49	152,656.76	155,709.89
CAPT. AFTER 10 YRS	147,501.63	150,451.66	153,460.69	156,529.91
CAPT. AFTER 15 YRS	149,049.47	152,030.46	155,071.07	158,172.49
CAPT. AFTER 20 YRS	150,596.13	153,608.05	156,680.21	159,813.81
CAPT. AFTER 25 YRS	151,864.82	154,902.12	158,000.16	161,160.16

HOLIDAY SCHEDULE B
HOLIDAY SCHEDULE

	2021	2022	2023	2024
1 New Year's Day	1-Jan	1-Jan	1-Jan	1-Jan
2 Martin Luther King Day	18-Jan	17-Jan	16-Jan	15-Jan
3 Lincoln's Birthday	12-Feb	12-Feb	12-Feb	12-Feb
4 President's Day	15-Feb	21-Feb	20-Feb	19-Feb
5 Good Friday	2-Apr	15-Apr	7-Apr	29-Mar
6 Memorial Day	31-May	30-May	29-May	27-May
7 Independence Day	4-Jul	4-Jul	4-Jul	4-Jul
8 Labor Day	6-Sep	5-Sep	4-Sep	2-Sep
9 Columbus Day	11-Oct	10-Oct	9-Oct	14-Oct
10 Election Day	2-Nov	8-Nov	7-Nov	5-Nov
11 Veteran's Day	11-Nov	11-Nov	11-Nov	11-Nov
12 Thanksgiving Day	25-Nov	24-Nov	23-Nov	28-Nov
13 Day after Thanksgiving	26-Nov	25-Nov	24-Nov	29-Nov
14 Christmas Day	25-Dec	25-Dec	25-Dec	25-Dec



APPENDIX D

Borough of Glassboro

DISABILITY CERTIFICATION

Please return directly to:
 Borough of Glassboro, Human Resources
 1 South Main Street
 Glassboro, N.J. 08028 or (fax) 856-881-7563

EMPLOYEE NAME:			Social Security#		
Last	First	MI	-	-	-
Home Address:					
Street	Apt.	City	State	Zip	
Date of Birth: (mm/dd/year)		Home Phone:		Gender:	
_ / _ / _		(_) - _ -		M/F	

I authorize any licensed physician who has examined or treated me to release all necessary information and records to the Borough of Glassboro upon its written request, for the purpose of determining my medical condition for eligibility of disability benefits. I also acknowledge the Borough of Glassboro's right to require me to see a physician designated by the Borough of Glassboro to determine fitness for duty and acknowledge that my failure to see the Borough of Glassboro's designated physician will cause the termination of my disability benefits and/or employment. I hereby certify that the information contained herein and provided by me to the Borough of Glassboro related to this application for disability benefits is true and accurate. I am aware that if the information contained herein is determined to be false and/or misleading that the Borough may take disciplinary action up to and including, but not limited to, termination of employment.

Employee Signature *Date*

MEDICAL CERTIFICATE (TO BE COMPLETED BY TREATING PHYSICIAN)

Physician Name:			Physician Office Phone:		Physician Fax:	
Last	First	MI	()	()		
Physician Address:						
Street	Suite/Floor	City	State	Zip		

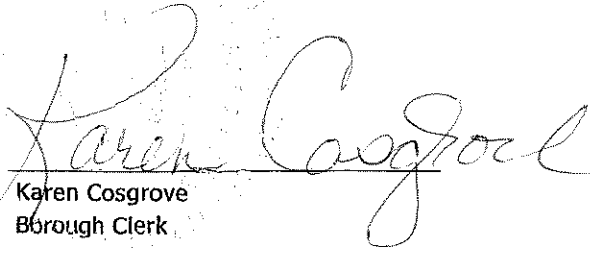
1. Patient has been under my care for this period of disability: FROM: _____ TO _____
 - a. Patient was last treated by on : / / Frequency of Treatment: _____
 - b. Date of patient's next appointment: / / _____
 2. Enter the date the patient was first unable to perform his/her regular work due to this disability / /
 3. Estimated Return to Work (Give approximate date patient will be able to return to work **with or without** limitations): / /
 4. Patient's limitations, upon return to work (be specific: no lifting, kneeling, climbing, limits on activity, etc): _____
-
6. Diagnosis: _____ ICD Code: _____
 7. Clinical data and tests to support diagnosis: _____
 - a. If pregnancy, provide estimated date of delivery: _____ Birth/C-Section/Other. List any limitations prior to delivery date: _____
 8. Date (or anticipated date) of Surgery: _____ Type of surgery: _____
 - a. Is surgery for cosmetic purposes only? Y/N

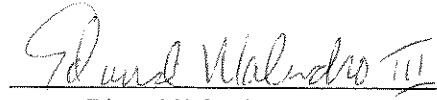
I certify that the above statements, in my opinion, truly describe the patient's disability and the estimated duration thereof:

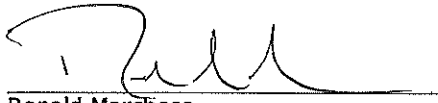
Physician's Signature *Date*

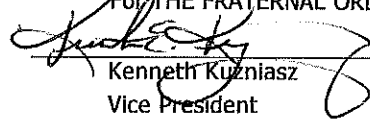
Failure of the physician to provide FULL, COMPLETE AND LEGIBLE information or to respond in a timely manner to follow-up inquiries from the Borough of Glassboro will cause a delay in or cancellation of disability benefits for the patient.

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


Karen Cosgrove
Borough Clerk


Edward Malandro III
Borough Administrator


Ronald Marchese
President

For THE FRATERNAL ORDER OF POLICE

Kenneth Kuzniasz
Vice President

RATIFICATION:

FRATERNAL ORDER OF POLICE March 23, 2021

BOROUGH OF GLASSBORO March 23, 2021