

R:148-09

**2009-2012 AGREEMENT BETWEEN**



**AND**



**FOR**

**SERGEANTS, LIEUTENANTS AND CAPTAINS**

**OF THE**

**GLASSBORO POLICE DEPARTMENT**



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## **AGREEMENT**

This AGREEMENT, made on this 28<sup>th</sup> day of April, 2009 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- New Jersey Labor Council, Inc. 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 I RECOGNITION AND AGENCY SHOP**

The EMPLOYER recognizes the aforementioned FOP Lodge 108- SOA/FOP- New Jersey Labor Council as the exclusive representative for all its Captains, Lieutenants, Sergeants and 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 II 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 III GRIEVANCE PROCEDURE**

#### **SECTION 1**

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.

#### **STEP I**

An Officer with a grievance shall first discuss it with his immediate supervisor, either directly or through the department's 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 ten (10) working days after presentation in STEP I, they may file a written grievance with the Chief of Police or in his or her absence, a representative designated by him or 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 or her designated representative, the aggrieved party and the Glassboro FOP- SOA 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 the 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 FOP- SOA by its designated representative to the Borough Administrator. A meeting on the grievance shall be held between the Glassboro FOP- SOA 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 the grievance at STEP II or if no written decision has been rendered within twenty (20) days after the presentation of that grievance at STEP II, the matter may be referred by the Glassboro FOP- SOA by its designated representative to the Mayor and Council. A meeting on the grievance shall be held between the Glassboro FOP- SOA and the Mayor and Council 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 final decision within twenty (20) days of the date of the meeting.

#### **STEP V**

In the event that the the aggrieved person is not satisfied with the decision of Mayor and Council, the aggrieved person or the Glassboro FOP- SOA, 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 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.
- d. The costs for the services of the Arbitrator shall be borne equally by the Borough and the Glassboro FOP- SOA. All other expenses arising out of the arbitration shall be borne by the party incurring same.

## **SECTION 2**

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 3**

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 4**

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

## **ARTICLE IV SALARIES**

The annual salary for 2009, 2010, 2011 and 2012 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, 2009 for all of those members who are on the payroll as of the date of execution of this Agreement.

Upon execution, a lump sum of \$175.00 will be added to the salary of every Officer covered by this Agreement. This additional salary will be applied after the annual salary increase in 2009.

An additional lump sum of \$175.00 will be added to the salary of every Officer covered by this Agreement after the annual salary increase in 2010.

## **ARTICLE V COMPUTATION OF SALARY AND BENEFITS**

Seniority, other rights and benefits (e.g. vacation), for the purpose and intent of this Article shall commence from the officers date of hire. All salary increases (i.e. salary step increases, ) 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 pay, holiday pay, step increases and personal days prorated to their anniversary date.

**ARTICLE VI  
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 VII  
OVERTIME**

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

- a. The rate for straight time pay for all officers listed in Article I 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 VIII  
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 VII, Paragraph B.

**ARTICLE IX  
HOLIDAYS**

All Sergeants, Sergeants First Class, mentioned in Article I 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.

For the remaining ten (10) holidays in 2009, all Officers shall receive the aforementioned holiday compensation in straight compensatory time.

All members mentioned in Article I 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. For 2009, compensation will be in straight compensatory time.

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 I. 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 X CLOTHING ALLOWANCE**

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 I 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 XI 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 (30) hours or more per week, their spouses and children. All new employees working thirty (30) hours or more per week shall be entitled to medical benefits at the conclusion of the sixty (60) day waiting period 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.

The Employee shall pay a co-premium as follows:

5 2009-2012 Sergeants, Lieutenants and Captains

- a. If the Employee chooses New Jersey Direct 10, he or she shall pay 6.5% of the difference between the cost of "single" coverage and the level of coverage that the Employee chooses.
- b. If the Employee chooses New Jersey Direct 15, he or she shall pay 5% of the difference between the cost of "single" coverage and the level of coverage that the Employee chooses.
- c. If the Employee chooses a New Jersey State Health Benefits health care insurance provider other than New Jersey Direct 10 or Direct 15 he or she shall pay the full difference between the cost of "single" coverage for New Jersey Direct 10 and the "single" coverage cost of the chosen provider and then 6.5% of the difference between the cost of "single" coverage and the level of coverage that the Employee chooses.
- d. The Borough shall provide the FOP the premiums for each health care insurance provider, the annual and monthly premiums and the annual, monthly and pay period contributions by the Employee for each of the health care insurance providers by November 1 of the preceding year.
- e. If the employee chooses and is eligible for single coverage under New Jersey Direct 10 or Direct 15, the Employer will bear the full cost of coverage.
- f. Employee contributions shall be done by payroll deduction and those deductions will be pretax.
- g. Retired employees shall have their medical co-premiums frozen at the percentage in effect at the time of retirement.

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.

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.

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.

#### **Optional Health Benefits Program**

Employees may voluntarily waive his or her health insurance coverage through the Borough at any time upon proof of other current medical coverage. Payments shall be made on a monthly basis as 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 be entitled, payments shall be as follows:

<b>2009</b>	
Family (waiver of Medical, Prescription and Dental Reimbursement)	\$320.65/month
Employee and Spouse (waiver of Medical, Prescription and Dental)	\$294.65/month



**2010**

Family (waiver of Medical, Prescription and Dental Reimbursement)	\$333.47/month
Employee and Spouse (waiver of Medical, Prescription and Dental)	\$306.43/month

**2011**

Family (waiver of Medical, Prescription and Dental Reimbursement)	\$346.80/month
Employee and Spouse (waiver of Medical, Prescription and Dental)	\$318.68/month

**2012**

Family (waiver of Medical, Prescription and Dental Reimbursement)	\$360.67/month
Employee and Spouse (waiver of Medical, Prescription and Dental)	\$331.42/month

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 the chart above shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount.

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

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 XII  
MEDICAL EXAMINATION**

Each Officer shall be afforded a complete medical and optical examination annually. The expense for such examinations shall be submitted to the Employee's health insurance carrier and if rejected by the health insurance carrier, thereafter submitted to the Borough Administrator or his 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 XIII  
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 I. The attached Borough disability policy schedule will be considered Schedule C.

Officers mentioned in Article I 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. Sick leave may be used in half-time increments to supplement the one-half pay if an Officer is being paid while under the Disability Policy of the Borough of Glassboro.

Upon execution of this Agreement, Officers mentioned in Article 1 who are on the payroll shall receive a "starting bank" of sick leave hours as follows

5-9 years of service	40 hours
10-14 years of service	80 hours
15 or more years of service	120 hours

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

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

#### **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 XIV 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 (5<sup>th</sup>) 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 (10<sup>th</sup>) 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 (15<sup>th</sup>) 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 (20<sup>th</sup>) 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 XV  
INCENTIVE PROGRAM**

- A. K-9 Handlers who maintain proper care and training of their canine shall receive \$1,000.00 per year for each year of the Agreement.
- B. Firearms Instructors shall receive \$400.00 per year for the purpose of maintaining a current training program.
- C. Officers certified as Emergency Medical Technicians shall receive \$100.00 per year.
- D. All members mentioned in Article I, who successfully complete a Physical Fitness Assessment Test shall be compensated in pay. Said pay shall be on a scale of \$300.00 for a total average score of 70%-84.9%. A total average score of over 85% will receive \$500.00. Members are not obligated to opt for physical incentive nor do the results of the test have any 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.
- E. 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 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	\$350.00
Bachelor's Degree	\$600.00
Master's Degree	\$850.00

- Incentive pays Paragraph's A, B, C, and D shall be paid in the first pay in December.
- 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 \$500.00 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 XVI  
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 XVII  
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:	3:00pm 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.

**ARTICLE XVIII  
PERSONAL DAYS**

Each member of the Police Department mentioned in Article I 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. In the event that not all days are used, the Employer will compensate the members mentioned in Article I straight time for each day accumulated. Said pay shall be paid to the Employee on or before December 31 in that year.

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

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

#### **ARTICLE XIX 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.

#### **ARTICLE XX COURT TIME**

All Officers mentioned in Article I 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 Captain of Police 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 Officer's 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 XXII TERMINAL LEAVE**

Terminal leave shall be afforded to all Officers of this Agreement upon retirement from the Glassboro Police Department. Terminal leave shall commence at 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 I 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 XXIII ADDITIONAL EXPENSES**

The Employer agrees to pay reasonable costs of meals and lodging when incurred while on official business outside of the Borough.

A meal allowance in the 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.

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 XXIV IN-SERVICE TRAINING**

Members listed in Article I 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 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 XXV 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 XXVI 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. 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 XXVII LEAVE OF ABSENCE FOR BEREAVEMENT**

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

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

**ARTICLE XXVIII  
DELEGATES AND CONVENTIONS**

1. 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.
2. 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.
3. Captains and Lieutenants shall be afforded time off without loss of time or pay to attend South Jersey Superior Officers Meetings.
4. 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 XXIX  
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 XXX  
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 XXXI 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 I 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.

#### **ARTICLE XXXII 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 I of this Agreement have heretofore enjoyed in the past and are presently enjoying, shall be maintained and continued by the Employer at not less than the highest standards in effect during the life of this Agreement. The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the terms of this Agreement and shall be incorporated in this Agreement as if set forth herein at length.

#### **ARTICLE XXXIII 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 XXXIV 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 XXXV 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 XXXVI  
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 XXXVII  
NEGOTIATIONS PROCEDURES**

1. 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 I. Such negotiations shall begin not later than September 15 of the calendar year in which the Agreement expires. Any agreement so negotiated shall apply, to all Employees mentioned in Article I, will be reduced in writing, ratified by both parties and signed by the authorized representatives of the Borough of Glassboro and the Glassboro FOP- SOA, Labor Council.
2. 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.
3. Whenever a representative of the Glassboro FOP- SOA, Labor Council 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 XXXIX  
CONTINUING DEATH BENEFIT**

The Borough agrees to cover the beneficiary or family of the Officer mentioned in Article I, in case of death, by continuing to issue the 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 XLII  
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 XLII  
DURATION**

1. This Agreement shall become effective January 1, 2009 and shall terminate on December 31, 2012. 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.
2. The terms set forth in this Agreement shall remain in effect after December 31, 2012 and during such time that the Agreement for 2013 is being negotiated.

2009 THRU 2012  
**SUPERIOR OFFICERS SALARIES**  
**\$175.00 INCREASE AFTER PERCENTAGE IN 2009 AND 2010**  
**(3.35%,3.5%,3.5%,3.75%)**

	2009	2010	2011	2012
<b>SERGEANT</b>				
SGT. AFTER 6 YRS	\$92,407.00	\$95,817.00	\$99,171.00	\$102,890.00
SGT. AFTER 10YRS	\$94,105.00	\$97,574.00	\$100,990.00	\$104,778.00
SGT. AFTER 15 YRS	\$94,954.00	\$98,453.00	\$101,899.00	\$105,721.00
SGT. AFTER 20 YRS	\$95,803.00	\$99,332.00	\$102,809.00	\$106,665.00
SGT. AFTER 25 YRS	\$96,298.00	\$99,844.00	\$103,339.00	\$107,215.00
<b>SERGEANT FIRST CLASS</b>				
SFC. AFTER 6 YRS	\$97,946.00	\$101,550.00	\$105,105.00	\$109,047.00
SFC. AFTER 10YRS	\$98,462.00	\$102,084.00	\$105,657.00	\$109,620.00
SFC. AFTER 15 YRS	\$99,496.00	\$103,154.00	\$106,765.00	\$110,769.00
SFC. AFTER 20 YRS	\$100,531.00	\$104,225.00	\$107,873.00	\$111,919.00
SFC. AFTER 25 YRS	\$101,379.00	\$105,103.00	\$108,782.00	\$112,862.00
<b>LIEUTENANT</b>				
LT. AFTER 6 YRS	\$103,812.00	\$107,621.00	\$111,388.00	\$115,566.00
LT. AFTER 10YRS	\$104,360.00	\$108,188.00	\$111,975.00	\$116,175.00
LT. AFTER 15 YRS	\$105,455.00	\$109,321.00	\$113,148.00	\$117,392.00
LT. AFTER 20 YRS	\$106,553.00	\$110,458.00	\$114,325.00	\$118,613.00
LT. AFTER 25 YRS	\$107,451.00	\$111,387.00	\$115,286.00	\$119,610.00
<b>CAPTAIN</b>				
CAPT. AFTER 6 YRS	\$110,030.00	\$114,057.00	\$118,049.00	\$122,476.00
CAPT. AFTER 10YRS	\$110,610.00	\$114,657.00	\$118,670.00	\$123,121.00
CAPT. AFTER 15 YRS	\$111,772.00	\$115,860.00	\$119,916.00	\$124,413.00
CAPT. AFTER 20 YRS	\$112,934.00	\$117,062.00	\$121,160.00	\$125,704.00
CAPT. AFTER 25 YRS	\$113,887.00	\$118,049.00	\$122,181.00	\$126,763.00

SCHEDULE "B"  
HOLIDAY SCHEDULE

	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
<b>1 New Year's Day</b>	1-Jan	1-Jan	1-Jan	1-Jan
<b>2 Martin Luther King Day</b>	19-Jan	18-Jan	17-Jan	16-Jan
<b>3 Lincoln's Birthday</b>	12-Feb	12-Feb	12-Feb	12-Feb
<b>4 President's Day</b>	16-Feb	15-Feb	21-Feb	20-Feb
<b>5 Good Friday</b>	10-Apr	2-Apr	22-Apr	6-Apr
<b>6 Memorial Day</b>	25-May	31-May	30-May	28-May
<b>7 Independence Day</b>	4-Jul	4-Jul	4-Jul	4-Jul
<b>8 Labor Day</b>	7-Sep	6-Sep	5-Sep	3-Sep
<b>9 Columbus Day</b>	12-Oct	11-Oct	10-Oct	8-Oct
<b>10 Election Day</b>	3-Nov	2-Nov	8-Nov	6-Nov
<b>11 Veteran's Day</b>	11-Nov	11-Nov	11-Nov	11-Nov
<b>12 Thanksgiving Day</b>	26-Nov	25-Nov	24-Nov	22-Nov
<b>13 Day after Thanksgiving</b>	27-Nov	26-Nov	25-Nov	23-Nov
<b>14 Christmas Day</b>	25-Dec	25-Dec	25-Dec	25-Dec

**SCHEDULE "C"**

**BOROUGH DISABILITY SCHEDULE**

<b>AT LEAST YEAR</b>	<b>LESS THAN YEARS</b>	<b>FULL SALARY CALENDAR WEEKS</b>	<b>ONE HALF CALENDAR WEEKS</b>	<b>TOTALS COVERAGE ANNUAL</b>
1	2	4	2	6
2	3	4	7	11
3	4	4	12	16
4	5	4	17	21
5	6	8	18	26
6	7	8	23	31
7	8	8	28	36
8	9	8	33	41
9	10	12	34	46
10	15	12	40	52
15	20	14	38	52
20	25	16	36	52
25	30	18	34	52
30	OVER	20	32	52

AN ILLNESS ENTITLING AN EMPLOYEE TO THE ABOVE BENEFITS SHALL BE DEFINED AS EIGHT (8) CALENDAR DAYS OF CONTINUOUS ABSENCE FROM EMPLOMENT. THE ABOVE PLAN SHALL BE APPLIED BASED UPON YEAR IN WHICH DISABILITY OCCURRED. CLARIFICATION – THE SCHEDULE DOES NOT RUN FROM JANUARY TO DECEMBER, BUT 12 MONTHS FROM DATE OF FIRST OCCURANCE IN WHICH THE DISABILITY SCHEDULE WAS APPLIED.

NOTE- Effective policy shall reflect existing Police Department policy in which sick time is

Years- 1-3	officer loses 2 days of sick time
Years -4-6	officer loses 1 day of sick time
Years- 7 –	officer loses no sick time

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

ATTEST:

Gail D. Green-Harris  
Patricia A. Frontino Gail D. Green-Harris  
Borough Clerk Deputy Clerk

BOROUGH OF GLASSBORO

Joseph A. Brigandi  
Joseph A. Brigandi  
Borough Administrator

FRATERNAL ORDER OF POLICE

D/Sec. R. Duplantier  
James O'neal  
SE Michael

RATIFICATION:

FRATERNAL ORDER OF POLICE 04-07-09

BOROUGH OF GLASSBORO 04-28-09