

AGREEMENT

BETWEEN

BOROUGH OF GLEN RIDGE

AND LIEUTENANTS BARGAINING UNIT OF THE  
POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 58

JANUARY 1, 2010 THROUGH DECEMBER 31, 2012

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AGREEMENT

This Agreement, dated the        day of July 2010, by and between the Borough of Glen Ridge, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough", and the Policemen's Benevolent Association Local No. 58, Glen Ridge, New Jersey, hereinafter referred to as the "PBA";

PREAMBLE

WHEREAS, the PBA – Lieutenant’s Unit (PBA) has been recognized by the governing body of the Borough as the majority representative of the Police Lieutenants under and by virtue of "New Jersey Employer-Employee Relations Act", as amended, for the purpose of collective negotiations, and

WHEREAS, the Borough and the PBA have engaged in collective negotiations concerning wages and other terms and conditions of employment which negotiations have resulted in this Agreement,

NOW, THEREFORE, be it agreed by and between the parties hereto as follows:

ARTICLE I  
RECOGNITION

1. The Borough hereby recognizes the aforementioned PBA as the exclusive majority representative for all its Police Lieutenants but excluding all other Police Superior Lieutenants, managerial executives, confidential employees and all other employees of the Borough.

2. Unless otherwise indicated, the term "Lieutenant" when used in this Agreement refers to all persons represented by the Lieutenants Unit in the above-defined bargaining unit.

ARTICLE II

SALARIES

1. The salary schedules for all Lieutenants recognized shall be as follows:

	2010	2011	2012
	Base Salary	Base Salary	Base Salary
Third Grade	\$105,000	\$105,000	\$105,000
Second Grade	\$110,622	\$113,500	\$113,500
First Grade	\$114,325	\$117,755	\$122,000

ARTICLE III

LONGEVITY

The longevity plan shall be as follows: two (2%) percent of salary after five (5) full years of service; four (4%) percent of salary after ten (10) full years of service; six (6%) percent of salary after fifteen (15) full years of service; eight (8%) percent of salary after twenty (20) full years of service and ten (10%) percent of salary after twenty-four (24) full years of service effective July 1 of each year. Longevity will be made part of an employee's annual salary and shall be calculated as of January 1st of the current year if the employee's anniversary date of employment is prior to July 1st of the current year. When the employee's anniversary date of employment is on or after July 1st, payment will begin as of January 1st of the following year.

Employees hired on or after January 1, 2010 will not be eligible for longevity.

ARTICLE IV

CLOTHING ALLOWANCE

Each Lieutenant shall receive an annual clothing allowance in the amount of \$650.00 plus an annual clothing maintenance allowance in the amount of \$150.00 payable by check upon approval of the Borough's annual budget. \$100.00 will be added to cover the cost of a bullet proof vest, to be approved only if state grant runs out of funding for each year. In order to receive the clothing allowance, the Lieutenant must be in good standing at the time meaning not suspended with or without pay.

ARTICLE V

EMERGENCY MEDICAL TECHNICIAN INCENTIVE PROGRAM

The Borough of Glen Ridge will offer members the Lieutenants Unit of Glen Ridge PBA #58 the following program to encourage members of the department to obtain and retain EMT certification.

1. Any member of the bargaining unit who is EMT certified shall receive as additional compensation six hundred dollar (\$600.00) per year, which shall be paid with and be part of the annual salary. The compensation shall be prorated in the first year of eligibility based upon the month in which the certification is obtained.

2. Any member receiving compensation under this program who fails to maintain his/her EMT certification will be disqualified from the program. Compensation shall cease upon expiration of the EMT certification.



ARTICLE VI

COLLEGE INCENTIVE PROGRAM

A. The Borough agrees to continue the College Incentive Program which was in effect on January 1, 1980 under the following conditions:

1. There will be maintained a College Incentive program to encourage members of the Police Department to continue their formal education and acquire an Associate of Science Degree or a Baccalaureate Degree or Masters Degree in Law Enforcement or other program of study as approved by the Chief of Police ("Accredited Program" or "Accredited Degree"). All regular members of the Police Department will be eligible for participation in the program, except for officers hired after January 1, 2010. The only pre-requisite is that the Lieutenant must be or have been matriculating towards an Accredited Degree. The program will be based on the number of college credit hours earned by Lieutenants which are applied or can be applied toward an Associate, Baccalaureate or Masters Degree in an Accredited Program. The credit hours and monetary incentive shall be as follows:

- Phase I        17 through 33 credit hours, the Lieutenant' base salary will increase by \$225.00 annually.
- Phase II       34 through 50 credit hours, the Lieutenant's base salary will increase by \$375.00 annually.
- Phase III      51 or more credits, the Lieutenant's base salary will increase by \$675.00 annually.
- Phase IV      Attainment of an Associates Degree: the base salary of a Lieutenant will increase by \$925.00 annually. The increment shall remain part of the Lieutenant's salary until separation from the Police Department.
- Phase V       Attainment of a Baccalaureate Degree, the Lieutenant's base salary will increase by \$1,225.00 annually and it shall remain a part of the Lieutenant's salary until separation from the Police Department provided the Lieutenant's base salary has not already been increased to \$1,225.00 under Phase IV(I) above.

Phase VI      Attainment of a Masters Degree, the Lieutenant's base salary will increase by \$1,525.00 annually and it shall remain a part of the Lieutenant's salary until separation from the Police Department.

2. A Lieutenant who has a number of credits but has not received a degree will remain in the program for as long as the Lieutenant is enrolled in a school of higher education and taking courses applicable toward an Accredited Degree. If or when a Lieutenant who has accumulated a number of credits but not a degree fails to add to that number of credits for a period of two years from the date of completion of the last course, the Lieutenant shall be dropped from the College Incentive Program and his/her annual salary will revert to the base salary of the Lieutenant's respective rank. In the event an Lieutenant has been dropped from the program as outlined, he/she may be reinstated upon completion of three credited courses or nine credit hours, and will re-enter the program at the phase in which the total number of credits warrant.
  3. Members who wish to enter the program shall have their respective institute of higher education send directly to the Chief of Police a certified copy of their transcript. This transcript is to be received no later than the first day of August preceding the calendar year of payment.
- B. Any employee hired on January 1, 2010 or thereafter will not be eligible for the College Incentive Plan.
- C. Tuition Reimbursement Plan. For individuals hired on or after January 1, 2010, the Borough will offer a college tuition reimbursement not to exceed \$900.00 per calendar year. Reimbursement shall be made at the conclusion of the first course and will only be paid if the individual receives a C or better in the course. Lieutenant shall be paid the lesser of \$900.00 or the cost of the course. There shall be no carry over from year to year for any unused tuition reimbursement allowance.
- D. A list of acceptable courses applicable toward this College Incentive Program or the Tuition Reimbursement Program will be on file with the Chief of Police and Borough Clerk. Only courses listed will apply in determining total credits. Courses will be added to this list as they are approved by the Chief of Police.

ARTICLE VII

IN-SERVICE TRAINING

Lieutenants shall receive a meal allowance up to \$5.00 for every day spent at in service training sessions conducted outside of the Borough of Glen Ridge. A department vehicle shall be made available for attendance at such training sessions, at the option of the Lieutenant. If the Lieutenant uses his/her personal vehicle, the Lieutenant shall be reimbursed at the current IRS rate for travel beyond normal commuting distance.

ARTICLE VIII

INSURANCE

1. The Borough shall continue to provide hospitalization, medical and surgical benefits to all Lieutenants and their families through the State Health Benefits Plan. . Effective January 1, 2011, any Lieutenant electing the NJDIRECT10 Plan shall pay the difference in cost between the NJDIRECT10 and the NJDIRECT15. Employees will remain responsible for the co-payment associated with the Plan that they select. PBA employees will transfer upon the next open enrollment period which is October 2010. Employee will be responsible for co-payments required by the plan

2. The Borough shall also furnish false arrest insurance covering all Lieutenants.

3. The Borough shall continue to provide dental benefits to all Lieutenants and their families through the Borough of Glen Ridge Group Dental Plan, as shown in Exhibit A.

4. The Borough shall continue to provide prescription drug benefits to all Lieutenants and their families. The Borough will pay full premium costs of the plan. Prescription Drug Benefits shall be provided through the State Health Benefits Plan and employee will be responsible for co-payments required by the plan.

5. The Borough shall continue to provide vision care benefits to all Lieutenants and their families through Vision Service Plan (Modified Plan A ) subject to an annual deductible of \$25.00 for each family member.

6. Effective May 21, 2010, all Lieutenants shall contribute 1.5% of base salary toward the cost of their health insurance premium regardless of which Plan the Lieutenant elects.

ARTICLE IX

RETENTION OF BENEFITS

It is understood and agreed by and between the parties that all benefits which were provided for employees prior to the effective date of this Agreement, including but not limited to life insurance coverage, shall be continued, except as modified by this Agreement.

## ARTICLE X

### HOURS OF WORK AND OVERTIME

1. Except as provided in the Sidebar Agreement which is attached hereto, the past practice regarding hours of work and overtime shall be maintained during the term of this Agreement. In the event of a conflict between the provisions of this Agreement and the Sidebar Agreement, the provisions of the Sidebar Agreement shall prevail.

2. The Borough agrees that each Lieutenant shall be paid at the rate of one and one-half (1-1/2) times said Lieutenant's regular hourly rate for each hour, or part thereof, of working time in excess of eight (8) hours per day and forty (40) hours in any week. Working time shall be deemed to include appearances in municipal court, county court, superior court, federal court, Division of Motor Vehicle Hearings, Civil Hearings and Grand Jury proceedings arising out of or in the course of a Lieutenant's official duties.

3. Whenever an employee is required to appear in any municipal court when off duty in connection with any matter arising out of his employment as a Lieutenant, said Lieutenant shall be paid at the rate of one and one-half (1-1/2) times his/her regular hourly rate for all time spent but in no event shall the Lieutenant be paid less than two (2) hours. This two (2) hour minimum pay provision shall not be utilized by the Borough as justification for requiring the Lieutenant to report for duty for the remainder of his/her 2-hour minimum in the event the court appearance is less than two (2) hours.

4. Whenever an Lieutenant is required to attend training sessions during his/her off duty time, he/she shall be compensated at one and one-half (1-1/2) times his/her regular hourly rate for two (2) hours or for all hours spent in such training, whichever is greater.

5. Compensatory time may be accrued and accumulated to a total of one hundred fifty (150) hours and may be carried forward from year to year.

6. In the event that a member of the bargaining unit is offered three (3) hours or more of overtime by a supervisor and reports for work to start the offered shift, but it is then deemed that the Lieutenant is not needed, said Lieutenant will receive a minimum of three (3) hours overtime pay.

ARTICLE XI  
VACATIONS

Section 1

Each Lieutenant hired prior to January 2010 shall be eligible for annual vacation leave with pay based upon the number of years of service with the employer as follows:

A. In the first year of employment...one (1) working day per month for each month of service not to exceed eleven (11) days.

B. Commencing the first year of employment and each year thereafter through the fifth (5th) year of employment ...twelve (12)working days per year.

C. Commencing the sixth year of employment and each year thereafter through the tenth (10th) year of employment...thirteen (13) working days per year.

D. Commencing the eleventh year of employment and each year thereafter through the fifteenth (15th) year of employment... sixteen (16) working days per year.

E. Commencing the sixteenth year of employment and each year thereafter through the twentieth (20th) year of employment...twenty-one (21) working days per year.

F. Commencing the twenty first (21st) year of employment and each year thereafter... twenty-four (24) working days per year. It is agreed that the Lieutenant's anniversary date must fall on or before June 30 of each year in order to be eligible for the number of vacation days at each level. If the anniversary date falls on or after July 1 the additional vacation entitlement will be eligible in the next ensuing calendar year.

Section 2

Lieutenants hired on or after January 1, 2010 shall be eligible for annual vacation leave with pay based upon the number of years of service with the employer as follows:

A. In the first year of employment...one (1) working day per month for each month of service not to exceed eleven (11) days.

B. Commencing the first year of employment and each year thereafter through the fifth (5th) year of employment ...eleven (11)working days per year. (was 12)

C. Commencing the sixth year of employment and each year thereafter through the tenth (10th) year of employment...twelve (12) working days per year. (was 13)

D. Commencing the eleventh year of employment and each year thereafter through the fifteenth (15th) year of employment... thirteen (13) working days per year. (was 16)

E. Commencing the sixteenth year of employment and each year thereafter through the twentieth (20th) year of employment...twenty-one (21) working days per year.

F. Commencing the twenty first (21st) year of employment and each year thereafter... twenty-four (24) working days per year. It is agreed that the Lieutenant's anniversary date must fall on or before June 30 of each year in order to be eligible for the number of vacation days at each level. If the anniversary date falls on or after July 1 the additional vacation entitlement will be eligible in the next ensuing calendar year.

### Section 3

It is expressly understood and agreed that each Lieutenant may, at his/her option, utilize the three (3) elective holidays in conjunction with the above vacation entitlement.

### Section 4

Scheduling of vacation shall be in accordance with Ordinance No. 827, Section 5, as amended.

### Section 5

In lieu of time off, each Lieutenant may, at his/her option, elect to be paid in cash for not more than three (3) holidays per year (maximum of twenty-four (24) hours) per year or bank any part up to thirty-six (36) hours in Compensation Time. Notice of such election shall be given on or before November 1 and payment shall be made with the first salary payment in December of each year.



## ARTICLE XII

### BEREAVEMENT OR FUNERAL LEAVE

Each Lieutenant shall be entitled to bereavement leave with pay not to exceed three (3) work days. A bereavement day shall equal the shift hours which the Lieutenant is normally scheduled to work. Lieutenants assigned to a 12 hour day schedule shall receive 12 hours for each bereavement day (3 work days = 36 hours) while Lieutenants normally scheduled for an eight hour day shall receive eight hours for each bereavement day (3 work days = 24 hours).

Said bereavement leave shall be granted in the event of the death of a Lieutenant's spouse, child, brother, sister, step brother, step sister, foster children, step children, father, mother, stepmother, stepfather, mother-in-law, or father-in-law, grandparent or spouse's grandparent. If a Lieutenant requires additional bereavement leave for travel or other extraordinary circumstances pertaining to a member of the family, the Lieutenant may apply to the Chief of Police who may grant up to twelve (12) additional work hours of leave. The Chief of Police shall have the authority to grant bereavement leave of up to twelve (12) or twenty-four (24) work hours for the death of a Lieutenant's relative other than a member of the family listed above. The excess of any such bereavement leave in excess of four (4) days for family or in excess of twelve (12) or twenty-four (24) work hours for a relative other than an immediate family member as described above shall be charged against the Lieutenant's vacation time or taken without pay.

ARTICLE XIII

PERSONAL LEAVE

1. Effective January 1 of each calendar year of this Agreement, each employee shall be entitled to one (1) personal leave day per calendar year with pay. The personal day shall equal the shift hours which the Lieutenant is normally scheduled. Lieutenants assigned to a 12 hour day schedule shall receive 12 hours for their personal day while Lieutenants normally scheduled for an eight hour day shall receive eight hours for their personal day.

2. Except in the event of personal emergency or permission from the Chief of Police or his/her designee, the employee shall submit a written request for such a day off at least forty-eight (48) hours prior to the commencement of the shift that the employee intends to take off.

3. Unutilized personal leave at the end of the calendar year will be converted to a vacation day or compensatory time. If the employee elects for conversion to vacation time, time off will be as per the vacation policy of the Borough.

4. Priority in granting requests shall be as follows: (1) emergencies; (2) observance of religious or other days of celebration, but not holidays; (3) personal business; (4) other personal affairs; and (5) departmental seniority where, within a work unit, there are more requests than can be granted for use of this leave at any one time.

ARTICLE XIV

TERMINAL LEAVE - SICK DAYS

The Borough agrees to provide a terminal leave program, at the completion of ten (10) years of service with the Borough, whereby fifty (50%) percent of each Lieutenant's accrued sick days allowable may be applied towards the Lieutenant's terminal leave prior to retirement, to a maximum of one hundred (100) days. Sick leave can be accumulated to a limit of two hundred (200) working days. All other provisions of Ordinance No. 1016 "Sick Leave" are incorporated by reference. The entire allotment of fifteen (15) days shall be available for utilization as of January 1 of each year, but shall be pro-rated if the Lieutenant terminates his employment prior to the end of the calendar year.

If a member does not utilize any sick leave during the period from January 1 through April 30 of any calendar year, he/she shall be granted one (1) compensatory day to be taken between May 1 and August 31 of that year. If a member does not utilize any sick leave during the period from May 1 to August 31 of any calendar year, he/she shall be granted one (1) compensatory day to be taken between September 1 and December 31 of that year. If a member does not utilize any sick leave during the period from September 1 through December 31 of any calendar year, he/she shall be granted one (1) compensatory day to be taken between January 1 and April 30 of the immediately following calendar year. If a member does not utilize any sick leave during the entire calendar year, he/she shall be granted one (1) additional compensatory day to be taken during the immediately following calendar year.

Donation of sick time to another Lieutenant shall not count against the donating Lieutenant with regard to earning compensation days for not utilizing sick days as described above.

ARTICLE XV

MUTUAL AID

Lieutenants while rendering aid to another community are fully covered by worker's compensation and liability insurance and pensions by State Law. The Borough shall not require Lieutenants covered by this Agreement to be assigned to other communities whose Lieutenants are engaged in a job action.

This will not preclude the use of Lieutenants of the Borough to assist another community when so requested. This provision is subject to and modified by the New Jersey Civil Defenses Act and the rules and regulations promulgated there under. The Borough shall not be required to violate any applicable statutes or court decisions. .

ARTICLE XVI  
GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances, it is understood by the parties that this procedure shall be used for the resolution of grievances of members of the PBA. The procedure shall be as follows:

**Step One**

The aggrieved party(ies) shall first discuss it orally with the Captain or his/her designee either directly or through the P.B.A.'s designated representative for the purpose of resolving the matter informally. If a grievance is not presented within fifteen (15) calendar days after the event(s) which gave rise to the grievance, it shall be deemed abandoned.

**Step Two**

If the aggrieved party(ies) is/are not satisfied with the disposition of the grievance at Step One, or if no decision has been rendered within three (3) calendar days after presentation of the grievance at Step One, the aggrieved party(ies) may, within five (5) days thereafter, file a written grievance with the Chief of Police or his/her designee. A meeting on the written grievance shall be held within five (5) calendar days of the filing of the written grievance among the Chief of Police, Captain, the aggrieved party(ies) and the P.B.A.'s designated representative. A final decision thereon shall be rendered in writing within seven (7) calendar days after the holding of such meeting. Said meeting shall not be public unless all parties agree.

**Step Three**

If the aggrieved party(ies) is/are not satisfied with the disposition of the grievance at Step Two, or if no written decision has been rendered within seven (7) calendar days after the presentation of the grievance at Step Two, the matter may, within five (5) days thereafter be referred by the P.B.A.

President or his/her designee in his/her absence to the Public Safety Committee or the Committees designated representative as per Glen Ridge Borough Ordinance Number 1450. A meeting on the grievance shall be held within fifteen (15) calendar days thereafter between the P.B.A. and the Public Safety Committee or the Committee's designated representative, which meeting shall not be public unless the parties so agree in writing. A decision shall be rendered within seven (7) days of the date of the meeting.

#### **Step Four**

1. In the event the grievance has not been rendered in or at Step Three, the matter may be referred to binding arbitration only by the P.B.A. or the Borough as hereinafter provided.
  2. In the event that the Borough or the P.B.A. desires to submit a grievance to binding arbitration, the following procedure shall be followed:
    - a. The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party(ies) within ten (10) calendar days following receipt of the Public Safety Committee's decision or the determination of the Committee's designated representative. The failure to request arbitration within ten (10) calendar days of Step Three shall be deemed an abandonment of the grievance and shall be a bar to arbitration.
    - b. The party demanding binding arbitration shall request the the New Jersey Public Employment Relations Commission to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of the Agency.
    - c. The decision of the arbitrator shall be in writing and include the reasons for such decision.
    - d. The decision of the arbitrator shall be final and binding upon the Borough and the P.B.A.
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- A. A Failure to respond to any Step in this procedure by the Borough or its agent shall be deemed to be a negative response and upon the termination of the applicable time limits the P.B.A. may proceed to the next step.
  - B. Time limits may be extended by the parties by mutual written agreement.
  - C. The Borough reserves the right to submit in writing complaints to the President of the P.B.A. A conference among the representatives of the Borough and the P.B.A. (not to exceed three (3) of each party) shall be held within ten (10) calendar days of filing of the submission to discuss the complaint. In the event no adjustment has been satisfactorily made within ten (10) calendar days after such meeting, the Borough may file within ten (10) calendar days for binding arbitration in accordance with this Article.

D. The cost of the Arbitrator shall be shared equally by the PBA and the Borough.

ARTICLE XVIII

DURATION

This agreement shall be effective as of January 1, 2010 and shall terminate on the later of December 31, 2012 or the date on which a substitute agreement is executed. Collective negotiations for the successor agreement shall be conducted in accordance with applicable statutes and rules and regulations of the Public Employment Relations Commission.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals this        day  
of July 2010

\_\_\_\_\_  
ATTEST

THE BOROUGH OF GLEN RIDGE

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
POLICEMEN'S BENEVOLENT  
ASSOCIATION LOCAL 58  
GLEN RIDGE, NJ



