

SOA 25

SGT Decker
BPD

AGREEMENT

BETWEEN

TOWNSHIP OF GLEN RIDGE BOROUGH

AND

POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 58

JANUARY 1, 1993 THROUGH DECEMBER 31, 1994

3

TABLE OF CONTENTS

I	RECOGNITION	1
II	SALARIES	2
III	LONGEVITY	3
IV	CLOTHING	4
V	INSURANCE	4
VI	OVERTIME	5
VII	COLLEGE INCENTIVE PROGRAM	6
VIII	TERMINAL LEAVE - SICK DAYS	10
IX	VACATIONS	11
X	RETENTION OF BENEFITS	12
XI	GRIEVENCE PROCEDURE	12
XII	MUTUAL AID	16
XIII	BEREAVEMENT OR FUNERAL LEAVE	16
XIV	PERSONAL LEAVE	17
XV	CONDUCTING UNION BUSINESS	18
XVI	E.M.T. STIPEND	18
XVII	DURATION	18

AGREEMENT

This Agreement, dated the day of , 1993, by and between the Township of Glen Ridge Borough, 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 has been recognized by the governing body of the Borough as the majority representative of the Police Officers, Detectives, Police Sergeants and Detective Sergeants 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 Officers and Police Sergeants employed by the Borough but excluding Police Lieutenants and all other Police Superior Officers, managerial executives, confidential employees and all other employees of the Borough.

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

3. It is agreed that the exclusion of Police Lieutenants from and the inclusion of Police Sergeants within this bargaining unit is without prejudice to the legal or factual arguments of either the PBA or the Borough as to the appropriateness of the bargaining unit. It is further agreed that neither the PBA nor the Borough shall allege, plead, assert or in any way rely upon the terms of this Article I in any future representation proceeding before the Public Employment Relations Commission.

ARTICLE II

SALARIES

1. The salary schedules for all Police Officers recognized as being represented by the PBA shall as follows:

	<u>1993</u>	<u>1994</u>
Probationary Police Officer	\$28,204	\$29,755
Third Grade Police Officer	\$32,821	\$34,626
Second Grade Police Officer	\$37,432	\$39,491
First Grade Police Officer	\$42,679	\$45,026

2. Each Police Officer and Sergeant who is assigned to the Detective Division shall receive a \$700 stipend annually. This is in addition to any accrued overtime. The payment shall be included in the employees regular salary payments.

3. Each Police Officer who is promoted to the rank of Sergeant on or after the execution date of this Agreement shall receive the following salaries:

	<u>1993</u>	<u>1994</u>
Third Grade Sergeant (date of promotion)	\$44,824	\$47,738
Second Grade Sergeant (1st anniversary of date of promotion)	\$46,289	\$49,298
First Grade Sergeant (2nd anniversary of date of promotion and thereafter)	\$47,736	\$50,839

4. The increments payable to Police Officers and Sergeants who are below First Grade are subject to favorable recommendations by the Chief of Police.

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, ten (10%) percent of salary after twenty-four (24) full years of service effective July 1 of each year.

ARTICLE IV

CLOTHING ALLOWANCE

Each Police Officer shall receive an annual clothing allowance in the amount of \$550 plus an annual clothing maintenance allowance in the amount of \$150 payable by check upon approval of the Borough's annual budget.

ARTICLE V

INSURANCE

1. The Borough shall continue to provide hospitalization, medical and surgical benefits to all Police Officers and their families through the State Health Benefit Plan.

2. The Borough shall also furnish False arrest insurance covering all Police Officers.

3. The Borough shall continue to provide dental benefits to all Police Officers and their families through the Township of Glen Ridge Group Dental Plan, as shown in exhibit A. → CHECK WITH MR. BELUSCO

4. The Borough shall continue to provide prescription drug benefits to all Police Officers and their families. The Borough will pay full premium costs of the plan. The employee shall pay a deductible (co-pay) of \$5.00 per prescription for patent drugs and \$2.50 per prescription for generic drugs. This plan was effective April 1, 1987. Effective July 1, 1993 Prescription Drug Benefits shall be provided through the State Health Benefits Plan which provides a (co-pay) of \$5.00 per prescription for patent drugs and \$1.00 per prescription for generic drugs.

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

ARTICLE VI

OVERTIME

1. The Borough agrees that each Police Officer shall be paid at the rate of one and one-half (1-1/2) times said Police Officer'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 and Grand Jury proceedings arising out of or in the course of a Police Officer's official duties, excluding civil cases.

2. Whenever an employee is required to appear in any municipal court in connection with any matter arising out of his employment as a Police Officer, said Police Officer 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 officer 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 Police Officer to report for duty for the remainder of his/her her 2-hour minimum in the event the court appearance is less than two (2) hours.

ARTICLE VII

COLLEGE INCENTIVE PROGRAM

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

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 in Law Enforcement. All regular members of the Police Department will be eligible for participation in the program. The only pre-requisite is that the Police Officer must be or have been matriculating towards a police science degree. The program will be based on the number of college credit hours earned by individuals which are applied or can be applied toward an Associate of Science Degree in Law Enforcement or a Baccalaureate Degree in Law Enforcement. The credit hours and monetary incentive shall be as follows:

- Phase I 17 through 33 credit hour, the Police Officer's base salary will increase by \$150 annually.
- Phase II 34 through 50 credit hours, the Police Officer's base salary will increase by \$300 annually.
- Phase III 51 or more credits, the Police Officer's base salary will increase by \$600 annually.
- Phase IV Attainment of an Associate of Science Degree in Law Enforcement: (1) the base salary of a Police Officer hired prior to February 1, 1981 will increase by \$1,200 annually; (2) the base

salary of a Police Officer hired on or after February 1, 1981 will increase by \$900 Annually. These increments shall remain part of the Police Officer's salary until separation from the Police Department.

Phase V Attainment of a Baccalaureate Degree in Law Enforcement, the Police Officer's base salary will increase by \$1,200 annually and it shall remain a part of the Police Officer's salary until separation from the Police Department provided the Police Officer's base salary has not already been increased to \$1,200 under Phase IV(1) above.

A Police Officer who has a number of credits but has not received a Law Enforcement Associate of Science degree or a Baccalaureate Degree in Law Enforcement will remain in the program for as long as the Police Officer is enrolled in a school of higher education and taking courses applicable toward a Law Enforcement Degree. If or when a Police Officer 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 credited course, the Police Officer shall be dropped from the College Incentive Program and the annual salary will revert to the base salary of the Police officer's respective rank. In the event an individual has been dropped from the program as outlined, the Police Officer 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.

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. New members joining the department will be eligible to join the College Incentive Program the calendar year following their appointment at the level in which they are eligible.

If an individual is appointed a Police Officer in 1977 or thereafter, and already possesses a Law Enforcement Associate of Science Degree or a Baccalaureate Degree in Law Enforcement or Police Science, the Police Officer will immediately receive either \$900 or \$1,200 depending on the degree over and above his/her annual base salary. If an individual is appointed a Police Officer in 1985 or thereafter, and already possesses a Baccalaureate degree in discipline other than Law Enforcement or Police Science, the Police Officer will receive \$900 over and above his/her annual base salary commencing in 1988. Such officer shall be eligible to have the \$900 increased to \$1,200 upon his/her completion of a Baccalaureate Degree in Law Enforcement or Police science.

A list of accepted courses applicable toward this College Incentive 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 on this list as they are approved by the Chief of Police.

Certified transcripts of courses not included on the course list shall be reviewed by the Coordinator of Police Science at the Essex County College. Courses that may be applied toward a Law Enforcement Degree from Essex County College shall be added to the approved list. If a Police Officer is enrolled in a Law Enforcement program at a college other than Essex County College, the Police Officer's course transcript will be reviewed by the Coordinator of Police Science at that college.

ACCREDITED COURSES - LAW ENFORCEMENT PROGRAM

CREDITS

DATA PROCESSING

Data Processing Concepts 3

HISTORY & GOVERNMENT

Introduction to Political Science 3

Introduction to American Government 3

American Government 3

American State & Local Government 3

Constitutional Law 3

HUMANITIES

College Composition I 3

College Composition II 3

English Composition I 3

English Composition II 3

Major Themes in Literature I 3

Major Themes in Literature II 3

Speech Fundamentals 3

Public Speaking 3

LAW ENFORCEMENT - PUBLIC SAFETY

Introduction to Law Enforcement 3

Police Role in the Community 3

Police Administration & Organization 3

Police Organization & Management 3

Police Management 3

Patrol Administration 3

Contemporary Trends in Police Administration 3

Police Supervision 3

Crime & Delinquency 3

Juvenile Delinquency & Crime Prevention 3

Constitutional Issues in Criminal Investigation 3

MATHEMATICS

Statistics and Probability I	3
Statistics and Probability II	3
Basic Statistics	3

PHYSICAL SCIENCE

Biological Science	4
Physical Science	4
Forensic Science (Lab)	4

SOCIAL SCIENCE

Introduction to Sociology	3
Sociology I	3
Sociology II	3
Deviant Behavior	3
Ethnic Relations	3
General Psychology	3

ACCEPTED ELECTIVES

Law of Evidence	3
Alcohol & Narcotic Education	3
Forensic Science (no Lab)	3

ARTICLE VIII

TERMINAL LEAVE - SICK DAYS

The Borough agrees to provide a terminal leave program whereby fifty (50%) percent of each Police Officer's accrued sick days allowable may be applied towards the Police Officer'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. 886 "Sick Leave" are incorporated by reference.

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 Aug 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.

ARTICLE IX

VACATIONS

Section 1

Each Police Officer 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.

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

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

E. Commencing the sixteenth (16th) year of employment and each year thereafter through the twentieth (20th) year of employment...twenty (20) working days per year.

F. Commencing the twenty first (21st) year of employment and each year thereafter...twenty two (22) working days per year.

It is agreed that the Police Officer'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

It is expressly understood and agreed that each Police Officer may, at his/her option, utilize the two (2) elective holidays in conjunction with the above vacation entitlement.

Section 3

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

ARTICLE X

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 XI

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 complaints of members of the PBA. The procedure shall be as follows:

Step 1 A Police Officer with a grievance shall first discuss it orally with the Police Officer's supervising sergeant or other superior officer either directly or through the PBA's designated representative for the purpose of resolving the matter informally. If a grievance is not presented within 15 calendar days after the events which gave rise to the grievance, it shall be deemed abandoned.

Step 2 If the aggrieved party is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within three (3) calendar days after presentation of the grievance at Step 1, the Police Officer may, within five (5) days thereafter, file a written grievance with the supervising sergeant or other superior officer. A meeting on the written grievance shall be held within five (5) calendar days of the filing of the written grievance among the supervising sergeant or other superior officer, the aggrieved party and the PBA's designated representative. A decision thereon shall be rendered in writing within five (5) calendar days after the holding of such meeting.

Step 3 If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no written decision has been rendered within five (5) calendar days after the presentation of that grievance at Step 2, the matter may, within five (5) days thereafter, be referred by the PBA or the aggrieved party to the Chief of Police. A meeting on the grievance shall be held between the grievant and the Chief of Police or his designated representative at which a representative of the PBA

must be present. Said meeting shall not be public unless the parties so agree in writing. The Chief of Police shall render a final written decision within seven (7) calendar days of the date of the meeting.

Step 4 If the aggrieved party is not satisfied with the disposition of the grievance at Step 3, or if no written decision has been rendered within seven (7) calendar days after the presentation of the grievance at Step 3, the matter may, within five (5) days thereafter, be referred by the PBA by its designated representative to the Public Safety Committee of the Borough Council. A meeting on the grievance shall be held within fifteen (15) calendar days thereafter between the PBA and the Public Safety Committee at which meeting the parties may be represented. Said meeting shall not be public unless the parties so agree in writing. The Public safety Committee shall render a final written decision within seven (7) calendar days of the date of the meeting.

Step 5

(a) In the event the grievance has not been resolved in or at Step 4, the matter may be referred to binding arbitration as hereinafter provided.

(b) In the event that the Borough or the PBA desires to submit a grievance to binding arbitration, the following procedure shall be followed:

1) The party demanding binding arbitration shall serve written notice of its intentions to arbitrate on the other party(ies) within ten (10) calendar days following receipt of the Public Safety Committee's determination.

2) The party demanding binding arbitration shall request the New Jersey State Board of Mediation or 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 such Agency.

3) The costs of the services of the arbitrator shall be borne equally by the Borough and the PBA.

4) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

5) The decision of the arbitrator shall be final and binding upon the Borough and the PBA.

A) A failure to respond at 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 grievant may proceed to the next step.

B) Time limits may be extended by the parties by mutual written agreement in instances where a designated member of the PBA Grievance Committee or a Borough Official whose presence is required or necessary to present, and whose presence is unavailable because of illness, vacation, or other bona fide cause.

C) The Borough reserves the right to submit in writing complaints with the President of the PBA. A conference of the representatives of the Borough and the PBA (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.

ARTICLE XII

MUTUAL AID

Police Officer's while rendering aid to another community are fully covered by worker's compensation and liability insurance and pensions provided by State Law. The Borough shall not require Police Officers covered by this Agreement to be assigned to other communities whose Police Officers are engaged in a job action. This will not preclude the use of Police Officers of the Borough to assist another community when so requested by another community. This provision is subject to and modified by the New Jersey Civil Defense Act and the rules and regulations promulgated thereunder. The Borough shall not be required to violate any applicable statutes or court decisions.

ARTICLE XIII

BEREAVEMENT OR FUNERAL LEAVE

Each Police Officer shall be entitled to bereavement leave which shall not exceed three (3) work days in order to assist the Police Officer's family and attend the funeral of an immediate member of the family. Said bereavement leave shall be granted in the event of death of a Police Officer's spouse, child, brother, sister, father, mother, stepmother, stepfather, mother-in-law, or father-in-law, or grandparent. If a Police Officer requires additional bereavement leave for travel or other extraordinary circumstances pertaining to a member of the family, the Police Officer may apply to the Chief of Police who may grant up to one

(1) additional day of leave. The chief of Police shall have the authority to grant bereavement leave of one (1) day for the death of a Police Officer's relative other than a member of the family. The excess of any such bereavement leave in excess of four (4) days for family or in excess of one (1) day for a relative other than member of immediate family as described above shall be charged against the Police Officer's vacation time or taken without pay.

ARTICLE XIV

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.

2. Except in the event of personal emergency or permission from the Chief of Police or his designee, the employee shall submit a written request for such 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 shall be carried to a subsequent year in accordance with the vacation policy of the Borough.

4. Priority in granting requests shall be as follows: (1) emergencies; (2) observation 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 XV
CONDUCTING UNION BUSINESS

The State PBA Delegate shall be excused from his full time tour of duty, without loss of pay, on the days when the regularly scheduled and specifically called statewide meetings are held. The State PBA Delegate shall also be granted time off, without the loss of pay, to attend the regularly scheduled meetings of the Essex County PBA Conference, manpower permitting.

ARTICLE XVI
EMT STIPEND

Any member that is currently certified as an Emergency Medical Technician (EMT) for any part of a given year shall be entitled to receive a stipend of three hundred dollars (\$300) for that year. Said stipend shall be paid no later than the first pay period in December.

ARTICLE XVII
DURATION

This agreement shall be effective January 1, 1993 and shall terminate the later of December 31, 1994 or the date on which a substitute agreement is executed. Collective negotiations for the successor agreement shall be conducted in accordance with the applicable statutes and rules and regulations of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 1991.

ATTEST

THE TOWNSHIP OF GLEN RIDGE
BOROUGH

ATTEST

POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL 58
GLEN RIDGE, NEW JERSEY