

AGREEMENT

BETWEEN

BOROUGH OF GLEN RIDGE

AND POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 58

JANUARY 1, 2020 THROUGH DECEMBER 31, 2023

TABLE OF CONTENTS

| | | |
|--------|--|----|
| I. | RECOGNITION | 4 |
| II. | SALARIES | 5 |
| III. | LONGEVITY | 7 |
| IV. | CLOTHING ALLOWANCE | 8 |
| V. | EMERGENCY MEDICAL TECHNICIAN STIPEND | 9 |
| VI. | COLLEGE INCENTIVE PROGRAM | 10 |
| VII. | IN-SERVICE TRAINING | 12 |
| VIII. | INSURANCE | 14 |
| IX. | RETENTION OF BENEFITS | 15 |
| X. | HOURS OF WORK | 16 |
| XI. | OVERTIME | 19 |
| XII. | VACATIONS | 21 |
| XIII. | BEREAVEMENT OR FUNERAL LEAVE | 23 |
| XIV. | PERSONAL LEAVE | 24 |
| XV. | TERMINAL LEAVE - SICK LEAVE | 25 |
| XVI. | MUTUAL AID | 27 |
| XVII. | GRIEVANCE PROCEDURE | 28 |
| XVIII. | CONDUCTING UNION BUSINESS | 31 |
| XIX. | DURATION | 32 |

AGREEMENT

This Agreement, dated the 22nd day of June 2020, 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 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; Detectives; Police Sergeants and Detective 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.

ARTICLE II

SALARIES

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

| Step | 2020 | 2021 | 2022 | 2023 |
|--------------|--------------|--------------|--------------|--------------|
| Provisional | \$30,000.00 | \$30,000.00 | \$30,000.00 | \$30,000.00 |
| Probationary | \$45,000.00 | \$45,000.00 | \$45,000.00 | \$45,000.00 |
| 8 | \$52,000.00 | \$52,000.00 | \$52,000.00 | \$52,000.00 |
| 7 | \$59,000.00 | \$59,000.00 | \$59,000.00 | \$59,000.00 |
| 6 | \$65,840.00 | \$65,840.00 | \$65,840.00 | \$65,840.00 |
| 5 | \$71,062.00 | \$71,062.00 | \$71,062.00 | \$71,062.00 |
| 4 | \$79,128.00 | \$79,128.00 | \$79,128.00 | \$79,128.00 |
| 3 | \$87,086.50 | \$89,699.10 | \$92,390.07 | \$95,161.77 |
| 2 | \$94,306.80 | \$97,136.00 | \$100,050.08 | \$103,051.59 |
| 1 | \$103,234.84 | \$106,331.89 | \$109,521.84 | \$112,807.50 |

2. Each Police Officer who is assigned to the Detective Bureau shall receive a \$2,000.00 stipend in 2020 and \$2,500.00 per annum thereafter. Each Sergeant who is assigned to the Detective Bureau shall receive a \$2,500.00 stipend in 2020 and \$3,000.00 per annum thereafter. This is in addition to any accrued overtime. The payment shall be included in the officer's 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:

| Grade | 2020 | 2021 | 2022 | 2023 |
|-------|--------------|--------------|--------------|--------------|
| 3 | \$110,186.00 | \$113,492.00 | \$116,897.00 | \$120,404.00 |
| 2 | \$112,723.00 | \$116,105.00 | \$119,588.00 | \$123,176.00 |
| 1 | \$118,907.00 | \$122,475.00 | \$126,149.00 | \$129,933.00 |

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

5. POLICE OFFICER IN CHARGE STIPEND

A stipend of \$1,250.00 will be paid to all Officers with Officer-in-Charge designation. The stipend will be pro-rated based on date of designation.

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 Police Officer, following successful completion of their one-year working test period, shall receive an annual clothing allowance in the amount of \$1,500.00 payable on May 1st. \$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 officer 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 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.

3. Borough will be responsible for employee's recertification expenses.

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 Police Officer must be or have been matriculating towards an Accredited Degree. The program will be based on the number of college credit hours earned by officers 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 Police Officers' base salary will increase by \$225.00 annually. |
| Phase II | 34 through 50 credit hours, the Police Officer's base salary will increase by \$375.00 annually. |
| Phase III | 51 or more credits, the Police Officer's base salary will increase by \$675.00 annually. |
| Phase IV | Attainment of an Associates Degree: the base salary of a Police Officer will increase by \$925.00 annually. The increment shall remain part of the Police Officer's salary until separation from the Police Department. |
| Phase V | Attainment of a Baccalaureate Degree, the Police Officer's base salary will increase by \$1,225.00 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 \$1,225.00 under Phase IV(I) above. |

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

2. A Police Officer who has a number of credits but has not received a degree 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 an Accredited 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 course, the Police Officer shall be dropped from the College Incentive Program and his/her annual salary will revert to the base salary of the Police Officer's respective rank. In the event an officer 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 person hired as a Police Officer 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. Police Officer 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

A. Police Officers shall receive a meal allowance up to \$10.00 for every day spent at in service training sessions conducted outside of the Borough of Glen Ridge, upon presentation of receipts to the Captain of Police. If the officer is required to use his/her personal vehicle due to the unavailability of a borough vehicle, they shall be reimbursed at the current IRS rate for travel beyond normal commuting distance.

B. The Department will make an effort to schedule training for members during their scheduled tour of duty. The Chief or Training Officer shall give as much advance notice as possible. A department vehicle shall be made available for attendance at such training sessions, at the option of the officer or their personal vehicle. However, if the employee uses his/her personal vehicle the employee assumes all risks, costs, liabilities, damages, service charges, repairs and/or replacement cost if lost/stolen.

C. Academy Training will be handled in one of the following methods, depending on the duration of the training.

1. One-week Academy Programs – Officers assigned to a week-long program will be credited with a full work-week.
2. Two-week Academy Programs – An Officer assigned to a two-week program will get credit for a full work-week each week.
3. Academy training less than one week – When an officer attends a single or multiple day (less than one week) course at an academy, scheduling of the class will be handled as such:
 - a. If the class is scheduled during the officer's tour of duty, the officer will be carried on the schedule as working a 12-hour tour of duty for the scheduled date(s) of a full day class or an 8-tour of duty, depending on the officer's assignment. The academy day scheduled will be the officer's entire shift.
 - b. If the training is scheduled on the officer's scheduled day off, scheduling of the training class may be handled in one of the following methods:

- i. Training time for the scheduled class times may be accrued in the officer's training time bank. A full day class will be equivalent to a full day on the officer's current schedule (i.e. 12 hours for Pitman, 8 hours for DB/Admin, etc.), a half day class will be equivalent to a half day on the officer's current schedule (i.e. 6 hours for Pitman, 4 hours for DB/Admin). This training time holds no monetary value.
- ii. The officer's schedule may be altered to allow for the officer to attend the training during their tour of duty.

D. Training Bank – Officers who have elected and receive time owed for training as set forth in paragraph C.3.b.i. above will have this time placed in a training bank that can be used toward having a full day off or any part of a day off. The training time bank shall be capped at 108 hours and holds no monetary value. However, time in the training bank can be applied toward terminal leave in advance of an officer's service retirement from PFRS. Training bank time may be requested at any time but will not be approved until seven (7) days prior to the date requested.

ARTICLE VIII
INSURANCE

1. The Borough shall continue to provide hospitalization, medical and surgical benefits to all Police Officers and their families through the State Health Benefits Plan. Any police officer electing the NJDIRECT10 Plan shall pay the difference in cost between the NJDIRECT10 and the NJDIRECT15. Police officers will remain responsible for the co-payment associated with the Plan that they select.

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 Borough of Glen Ridge Group Dental Plan, as shown in Exhibit A.

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. 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. Police officers shall contribute toward the cost of their medical and prescription coverage provided for in this Article in accordance with the rates established by the Tier IV grid in P.L. 2011, Ch. 78.

6. 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 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

1. Officers assigned to the Patrol Division shall work a 12-hour tour of duty with shifts scheduled 0600 – 1800 hours as the Day Shift and 1800 – 0600 hours as the Night Shift. Shifts shall be selected by seniority on a once a year basis, each may be modified as per departmental needs. Officers assigned to the Detective Bureau and Administration shall work an 8-hour tour of duty, 40 hours per week, on a schedule determined by the Chief of Police.

2. Workforce demands may enable two “power shifts” within the Patrol Division, each a 12-hour tour of duty with specific hours to be determined by the Chief of Police. The department needs to keep in mind long term illnesses/injuries, therefore, these officers may be re-scheduled to cover long term shortages within the schedule.

3. Officers working the Pitman schedule shall receive from the department 108 hours per year of straight time called Schedule Adjustment Time (SAT).

- a. Every Officer assigned to the Patrol Division working the Pitman will receive (9) nine, 12 hours days of SAT. SAT will be scheduled by seniority bi-annually. All SAT “picks” shall be scheduled at twelve (12) hours each day.
- b. The Scheduling Period for SAT is set at Five (5) SAT days between January and June and Four (4) SAT days will be scheduled between July and December of every year.
 - i. If SAT is scheduled after an officer makes his pick and the department changes an officer’s schedule creating a conflict, the department shall resolve the matter, the payment of overtime to cover the conflict is acceptable.
 - ii. All switches concerning SAT will be made within the scheduling period (Jan-June and July-Dec).
 - iii. If an officer rescinds SAT and does not reschedule during the scheduling period, the officer will lose that SAT.
 - iv. SAT will not be granted on any Borough Holiday, as set per Council Resolution each year.
- c. All SAT days must be scheduled and used by each officer by the end of each scheduling period.

- d. SAT has no monetary value and will be prorated upon resignation or retirement.
- e. Officers will continue to accrue SAT while on Vacation/ Holiday time, sick leave, personal time, disability time, military time, compensatory time, compensatory sick time, and bereavement leave.
- f. Officers are not eligible to earn SAT if:
 - i. The officer is assigned with another agency for an extended period of time unless the officer is assigned for less than 30 days.
 - ii. The officer is on disability, military or sick leave for longer than 30 days.
- g. In order for officer to select their time appropriately the department will make every effort to provide squad assignments for the following New Year by 31 October
 - i. Vacation selections made by:
 - 1. 15 November
 - 2. 1 April
 - ii. SAT selections by:
 - 1. 30 November
 - 2. 1 May

4. Patrol Division Assignments - The Uniform Patrol Division patrol will consist of two (2) Platoons: "A" Platoon and "B" Platoon. Each Platoon will have 2 squads, a Day Squad and a Night Squad

- a. The Chief of Police reserves the right to modify the organization of the squads in accordance with the Table of Organization adopted by the governing body as needed.
- b. Shift Changes – Officers may make unlimited shift changes of single days provided such changes do not result in overtime.
- c. Transfers will be at the discretion of the Chief of Police or his/her designee, due to emergency situations, disciplinary reasons, and other substantive reasons. Officers may request transfer through the chain of command, in writing, with final approval at the discretion of the Chief of Police or his/her designee. Officers transferred to another squad shall retain their seniority.

5. In the Patrol Division, one officer per shift will be granted a Vacation, Holiday, Compensatory Day, Training Day, or SAT Day at a time.

6. All officers working eight or more hours during their tour of duty will receive a one-hour break, and any officer working more than a twelve-hour tour will receive a one and half hour (1.5) break, to be divided into a one-hour break (first 12-hours) and a 30-minute break (any time after the 12th hour).

7. Court or Jury Duty for Night Squad Officers: When an officer is scheduled to appear for Grand Jury or Superior Court prior to 1300 hours, the officer shall be granted leave from 2400 hours in order to rest prior to appearing in court. If the day falls on his/her last day of work, s/he shall be granted leave from 0100 hours.

- a. The Department reserves the right to change an officer's schedule for extended court appearances, such as trial.
- b. Petit Jury Duty/Grand Jury Duty – Upon notice to serve on Petit Jury Duty or Grand Jury Duty on a scheduled work day, that time will be accepted as an officer's workday.
- c. Officers are to provide the Chief of Police a copy of their subpoena/official notice to appear within one week of receiving notification, related to all matters stated above if appearance is other than Glen Ridge Municipal Court. On duty or off duty.
 1. Requests for Postponements of Jury Service – All requests to postpone jury service are to be reported to the department in writing and a copy of the Jury Summons Change Request Form is to be attached.
 2. Any changes/cancellations via the Courts/Jury phone-in service are to be immediately reported to the department, to readdress any schedule changes. The department reserves the right to change an officer's schedule.

ARTICLE XI
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 twelve (12) hours per day for officers assigned to the Patrol Division, or eight (8) hours per day and forty (40) hours in any week for officers not assigned to the Patrol Division. 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 Police Officer's official duties.

2. 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 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 2-hour minimum in the event the court appearance is less than two (2) hours.

3. Whenever an officer is needed to cover an open patrol shift, the offer of overtime and extension of a shift will be handled in the following order:

a. Officers from the off platoon working the same shift (i.e. day shift for day shift) shall be contacted and offered in seniority order the overtime shift.

b. If none of those officers are available, the off platoon working the opposite shift (i.e. day shift to night shift) shall be contacted and offered in seniority order the overtime shift.

c. If none of those officers are available, officers on the same platoon working the opposite shift (i.e. day shift to night shift) who have been granted days off, shall be contacted and offered in seniority order the overtime shift.

d. If a replacement officer is not available, the Sergeant will offer the overtime by seniority to officers working assignments other than squad patrol assignments (i.e. officers working assignments other than patrol).

e. If none of those officers are available, officers of the on platoon working the same shift (i.e. squad 1 to squad 1) who have been granted blocks of time off on the bi-annual vacation pick sheet, shall be contacted and offered in seniority order and offered.

f. If steps a. through e. above have been exhausted without coverage, only then is it permissible for two (2) sergeants to work the same shift on a voluntary basis. The most senior sergeant will be the supervisor of the shift.

g. If no officer is available to cover the shift for approved time off through steps a, b, and c above, the shift will be filled by ordering in an officer via reverse seniority on the opposite platoon, same shift (i.e. day for day and night for night shift).

h. If no officer is available to be ordered in to work the shift for approved time off under paragraph g above, the shift will be filled by ordering in an officer via reverse seniority on the opposite platoon, opposite shift (i.e. day shift for night shift on opposite platoon).

i. If the time off is immediate and for the upcoming shift and steps a through e have been exhausted without coverage, then an officer on the squad working the current 12-hour tour may be held over for up to four (4) hours to cover the overtime. Officers must have a minimum of seven (7) hours off before their next shift.

j. The parties agree that every effort will be made avoid having an officer extend his or her current shift, understanding that it is not always possible. If multiple days require overtime coverage, the Officer being ordered in will be rotated via reverse seniority order. The scheduling officer will notify the Chief of Police with any current / anticipated issues involving the schedule as soon as possible. Extenuating or emergent circumstances will be handled by the Chief of Police or her/his designee so that the needs of the department can be fulfilled.

4. Officers may elect compensatory time in lieu of paid overtime, which will be banked at the rate of 1.5 hours for every overtime hour worked. 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.

5. 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 officer is not needed, said officer will receive a minimum of three (3) hours overtime pay.

ARTICLE XII
VACATIONS

Section 1

Each Police Officer 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...sixteen (16) working days per year.

D. Commencing the eleventh year of employment and each year thereafter through the fifteenth (15th) year of employment... nineteen (19) working days per year.

E. Commencing the sixteenth year of employment and each year thereafter through the twentieth (20th) year of employment...twenty-three (23) working days per year.

F. Commencing the twenty first (21st) year of employment and each year thereafter... twenty-seven (27) 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 three (3) elective holidays in conjunction with the above vacation entitlement.

Section 3

Requests for vacation time shall be granted based on squad seniority for Patrol officers and Platoon seniority for Sergeants. Bi-annual request for vacation must be made by every patrol officer. No Officer may select more than two consecutive weeks off on any particular request form, unless written

[Handwritten signatures and dates]
A/S 7/2/20 7/2/20

permission is requested and granted by the Chief of Police. This section applies to all patrol and detective personnel.

Section 4

In lieu of time off, each Police Officer 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 XIII
BEREAVEMENT OR FUNERAL LEAVE

In the event of a death in the Police Officer's immediate family, the Officer shall be granted bereavement leave with pay for three (3) consecutive work days for funeral services or bereavement at a time determined by the employee. A bereavement day shall equal the shift hours which the officer is normally scheduled to work. Officers assigned to a 12 hour day schedule shall receive 12 hours for each bereavement day (3 work days = 36 hours) while officers 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 Police Officer's spouse, civil union partner, child, brother, sister, step brother, step sister, foster children, step children, father, mother, stepmother, stepfather, mother-in-law, or father-in-law, current sister in law or current brother in law, grandparent or spouse's 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 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 Police Officer'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 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 two (2) personal leave days per calendar year with pay. The personal day shall equal the shift hours which the officer is normally scheduled. Officers assigned to a 12 hour day schedule shall receive 12 hours for their personal day while officers 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.

5. Only one personal day will be granted without exception. Granting of the second personal day shall not cause any overtime expense for the Borough.

ARTICLE XV
TERMINAL LEAVE - SICK DAYS

A. 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 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 the Borough's Full-Time Employee Handbook "Sick Leave Policy" 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 officer terminates his employment prior to the end of the calendar year.

B. 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.

C. Donation of Sick Time: In the event that an officer exhausts his/her sick leave, and all other time available due to a serious injury or long term illness, other officers may donate their sick time to establish a "Sick Leave Bank" subject to the following conditions:

1. No officer may utilize the sick leave bank until s/he has exhausted of his/her own sick, vacation, holiday, personal, compensatory, training time and SAT time.
2. Any officer requesting the donation of sick time is limited to one request within the officer's career effective and forward from July 30, 2008. The donated time can be used as needed during the course of the diagnosed illness or recuperation from injury.

3. In the event that an officer while on sick leave and using donated time decides to retire he/she must return any remaining unused time to the donating officers prorata.

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

D. Birth of a Child: Commencing on the work day or part thereof on the birth of an officer's child/children, an officer may be absent continuously from his/her assigned duties by utilizing accumulated and earned sick days for up to the equivalent of 48 hours if on the 12-hour Pitman schedule and 40 hours for other shifts. At the officer's option and upon reasonable prior notice to the department, further absence will be permitted for up to one additional continuous work week through the utilizations of accumulated and earned vacation days

ARTICLE XVI
MUTUAL AID

Police Officers 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 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. 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 XVII
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 Senior Patrol Lieutenant 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 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.
- 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
CONDUCTING UNION BUSINESS

A. The Local 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 Local 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, subject to recall in the event of an emergency. The Borough shall give a leave of absence with pay to two (2) representative who are duly authorized by the PBA to attend any State convention of such organization.

B. In the event that a squad is full, a member of the PBA Local 58's Executive Board, who is the event organizer, shall be granted a "PBA Day" to attend the annual fundraiser (one event per year), without having to use time from his/her time bank.

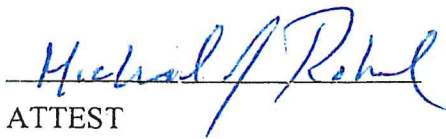
C. All PBA days requested by the PBA Delegate to attend State PBA Meetings will be presented to the scheduling Officer as soon as they become available, but no later than December 31st of the previous year. If the meeting schedule is not available prior to this date, a memo will be submitted to the scheduling officer. Should the PBA Delegate be working the night shift, preference in time off (i.e. full tour off on the day of the meeting or split time off on the night prior and the night of the meeting date) to attend said meetings shall be submitted to the scheduling officer upon being sworn in as the Delegate.

ARTICLE XIX

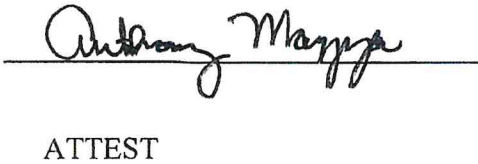
DURATION

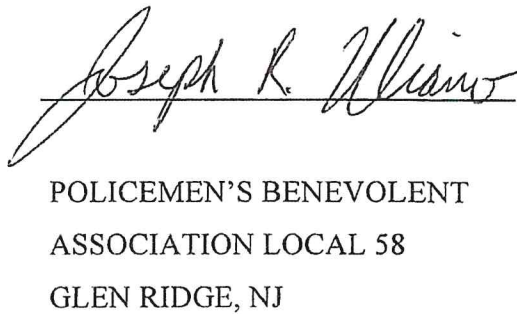
This agreement shall be effective as of January 1, 2020 and shall terminate on the later of December 31, 2023 or the date on which a substitute agreement is executed. Collective negotiations for the successor agreement shall be conducted in accordance with applicable statutes and rules and regulations of the Public Employment Relations Commission.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals this 23rdth day of June 2020.


ATTEST


THE BOROUGH OF GLEN RIDGE


ATTEST


POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL 58
GLEN RIDGE, NJ