

**A G R E E M E N T**

**B E T W E E N**

**THE BOROUGH OF GLEN ROCK  
BERGEN COUNTY, NEW JERSEY**

**A N D**

**P.B.A. LOCAL #110  
GLEN ROCK UNIT**

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**JANUARY 1, 2020 THROUGH DECEMBER 31, 2024**

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**PREAMBLE**

This Agreement entered into this 12th day of May, 2021,  
by and between the **BOROUGH OF GLEN ROCK**, in the County of Bergen, a municipal  
corporation of the State of New Jersey, (hereinafter called the "Borough"), and the **PBA**  
**LOCAL NO. 110, GLEN ROCK UNIT**, (hereinafter called the "Association").

**ARTICLE I**  
**RECOGNITION**

**A.** The Borough recognizes the Association for the purpose of collective negotiations as the exclusive representative of all full-time members of the Department regularly and normally employed by the Borough as Police Officers, Detectives, Sergeants and Lieutenants, excluding however the Chief of Police and the Captain, and temporary Police Officers, who have not completed the probationary period. Excluded specifically are school crossing guards, Special Police Officers, constables, marshals, Auxillary Police, Police Dispatchers and all other Employees of the Borough.

## **ARTICLE II**

### **ASSOCIATION REPRESENTATIVES**

**A.** The Borough recognizes the right of the Association to designate two (2) representatives and one (1) alternate for the enforcement of this Agreement. The Association shall furnish the Borough in writing the names of the representatives and the alternate, and notify the Borough of any changes.

**B.** The authority of the representatives and alternate, so designated by the Association, shall be limited to, and shall not exceed, the following duties and activities:

**1.** The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

**2.** The transmission of such messages and information which shall originate with, and/or authorized by the Association or its Officers.

**C.** The designated Association representatives shall be granted time off with pay during working hours to investigate and seek to settle grievances, and to attend all meetings and conferences on collective negotiations with Employer officials, provided said meetings or conferences are scheduled by the Department.

**D.** The Borough agrees to provide a work area for the PBA. This work area shall be suitable for placement of a desk, computer work station, storage cabinet and files for use by PBA officials. Such work area will not interfere with the day-to-day operations of the Police Department and will be subject to reasonable availability of space.

## **ARTICLE III**

### **MANAGEMENT RIGHTS**

**A.** The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

**1.** The executive management and administrative control of the Borough government and its properties and facilities, and the activities of its Employees;

**2.** To hire all Employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer Employees;

**3.** To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;

**4.** To establish a code of rules and regulations of the Department for the operation of the Department.

**B.** Nothing contained herein shall be construed to deny or restrict the Borough in its exclusive right to administer the Department and control the work of its personnel, nor to deny or restrict the Borough in any of its rights, responsibilities and authority under **R.S. 40A**, or any other national, state, county or local laws or ordinances.

## **ARTICLE IV**

### **DATA FOR FUTURE BARGAINING**

**A.** The Borough agrees to make available to the Association all relevant public data the Association may require to bargain collectively.



**ARTICLE V**  
**GRIEVANCE PROCEDURE**

**A. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the Department, and having the grievance adjusted without the intervention of the Association.

**B. Definition**

The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of this Agreement and of those policies, agreements or administrative decisions which affect the terms and conditions of employment of Employees covered under this Agreement and may be raised by an individual, the Association on behalf of and at the request of an individual or group of individuals, or the Borough.

**C. Steps of the Grievance Procedure**

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its

entirety unless any step is waived by mutual consent:

**STEP ONE:**

**A.** An aggrieved Employee shall institute action under the provisions hereof within five (5) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved Employee and their immediate Superior, for the purpose of resolving the matter informally. Failure to act within the said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

**B.** The immediate Superior shall render a decision within five (5) calendar days after receipt of the grievance.

**STEP TWO:**

**A.** In the event the grievance is not settled through **STEP ONE**, the same shall be reduced to writing and filed with the Captain, or their designee, within three (3) calendar days.

**B.** The Captain, or their designee, shall render a decision in writing within five (5) calendar days after the grievance was first presented to them.

**STEP THREE:**

**A.** In the event the grievance has not been resolved through **STEP TWO**, then within three (3) calendar days following the determination of the Captain or their designee, the matter may be submitted, in writing, to the Chief of Police.

**B.** The Chief, or their designee, shall render a decision in writing within twelve (12) calendar days after the grievance was first presented to them.

**STEP FOUR:**

**A.** If the aggrieved wishes to appeal the decision of the Chief of Police, or their designee, the grievance shall be presented in writing to the Employer's Governing Body or its delegated representative, within seven (7) calendar days from the date of the Chief, or their designee's decision. The Governing Body, or its representative, shall provide a decision in writing within fourteen (14) calendar days of the receipt of the written grievance.

**STEP FIVE:**

**Arbitration:**

**A.** If the grievance is not settled through **STEPS ONE, TWO, THREE or FOUR**, either party may refer the matter to the Public Employment Relations Commission within fourteen (14) calendar days after the determination by the Governing Body, or its representative. An Arbitrator shall be selected pursuant to the rules of the Public Employment Relations Commission.

**B.** The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to them involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

**C.** The cost for the services of the arbitrator shall be borne equally between the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

**D. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.**

## **ARTICLE VI**

### **INVESTIGATION OF POLICE OFFICERS**

**A.** In an effort to ensure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- 1.** The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
- 2.** The interrogations shall take place at a location designated by the Chief of Police. Usually, it will be at Police Headquarters or the location where the incident allegedly occurred.
- 3.** The member of the force shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, they shall be so informed at the initial contact.
- 4.** The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours.
- 5.** The member of the force shall not be subject to any offensive language, nor shall they be threatened with transfer, dismissal or other

disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

**6.** At every stage of the proceedings, the Department shall afford an opportunity for a member of the force, if they so request, to consult with counsel and/or their Association representative before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the force, which shall not delay the interrogation beyond one (1) hour for consultation with their Association representative, nor more than two (2) hours for consultation with their attorney. However, this paragraph shall not apply to routine day-to-day investigations.

**7.** In cases other than departmental investigations, if a member of the force is under arrest or if they are a suspect or the target of a criminal investigation, they shall be given their rights pursuant to the current decisions of the United States Supreme Court.

**8.** Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

## **ARTICLE VII**

### **SENIORITY**

**A.** Seniority is defined to mean the accumulated length of service with the Department computed by time in grade for each rank. In the event time in grade cannot be determined by date of rank, then, in that event, time in service by date of appointment shall apply. An Employee's length of service shall not be reduced by time lost due to an absence from their employment for bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be a subject to review by the Police Surgeon, if any, or any physician mutually acceptable to the parties.

**B.** Principles of seniority shall apply to layoffs, recall and transfer.

## **ARTICLE VIII**

### **PERSONNEL FILES**

**A.** A separate personnel history file shall be established and maintained for each Employee covered by this Agreement. Personnel history files are confidential records and shall be maintained by the Chief of Police.

**B.** Any member of the Police Department may, by appointment, review their personnel file but this appointment for review must be made to the Chief of Police or their designated representative.

**C.** Whenever a written complaint concerning an Officer or their actions is to be placed in their personnel file, a copy shall be made available to them, and they shall be given the opportunity to rebut it if they so desire, and they shall be permitted to place said rebuttal in their file. In the event the Officer wishes to file a rebuttal, they must do so in writing within fifteen (15) days of receipt of a copy of the written complaint.

**D.** All personnel history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom, except upon agreement by the parties.



## **ARTICLE IX**

### **SAFETY AND HEALTH**

**A. The Employer shall, at all times, maintain working conditions to ensure maximum safety for all Employees and shall provide Employees with appropriate equipment and devices toward that end.**

**ARTICLE X**  
**YEARLY CALENDAR**

**A.** Except as otherwise modified by this Agreement, the present calendar shall remain in full force and effect.

**B.** The calendar showing the yearly schedule rotations and assignments shall be posted at a conspicuous location and available for review by Employees no later than January 15th of the schedule year, or the date of the signing of this Agreement, whichever is later.

**C.** Vacations are selected pursuant to the Agreement and shall be fully shown and included upon the posting of the yearly calendar as set forth in this **Article**.

**ARTICLE XI**  
**POLICE VEHICLES**

**A. All regular, marked Police vehicles purchased after the execution of this Agreement shall be a 4-door, State Police Patrol size with a standard Police package. Such vehicles shall contain the following equipment: automatic transmission, power steering, power brakes, air conditioning, interior lighting package, automatic trunk release, roof rack with electronic siren and lights, oxygen, first aid kit and flares and security screen. In addition, qualified officers may be equipped with a patrol rifle upon recommendation of the supervising principal firearms instructor to the Chief of Police.**

## **ARTICLE XII**

### **FACILITIES**

**A. All Police Headquarters shall have adequate air conditioning, heating, hot water, sanitary facilities, reasonable private locker rooms and adequate facilities for eating.**

## **ARTICLE XIII**

### **NO-STRIKE PLEDGE**

**A.** It is recognized that the need for continued and uninterrupted operation of the Borough's department and agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

**B.** The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an Employee from their position, or stoppage of work or abstinence in whole or in part, from the full and proper performance of the Employees' duties of employment), work stoppage, slowdown or walkout against the Borough.

**C.** The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, including, but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and return to work, or such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

**D.** In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by the Association member shall entitle the Borough to take appropriate disciplinary action including, but not limited to, discharge in accordance with applicable law.

**E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as It may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.**

## **ARTICLE XIV**

### **PENSIONS**

**A.** The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

**B.** It is agreed that in the event the parties have a dispute as to whether a payment should or should not be made to the appropriate Police Retirement Fund, then, in that event, resolution of the said dispute shall be made by the appropriate Fund and the parties to this Agreement agree to be bound thereby.

## **ARTICLE XV**

### **CEREMONIAL ACTIVITIES**

**A.** In the event a Police Officer in another Department in the State of New Jersey is killed in the line of duty, the Employer will permit at least two (2) uniformed Police Officers of the Department to participate in funeral services for the said deceased Police Officer.

**B.** Subject to the availability of the same, the Employer will permit Department Police vehicles to be utilized by the members in the funeral service.

**C.** Police Officers participating in such funeral service shall not be entitled to any additional compensation during the time in which they are participating in said funeral services, unless otherwise agreed to by the Chief of Police.



## **ARTICLE XVI**

### **BULLETIN BOARD**

**A.** The Employer will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

**B.** The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to the Association business and activities or matters dealing with the welfare of Employees.

**C.** No matter may be posted without receiving permission of the officially designated Association representative.

## **ARTICLE XVII**

### **LEAVE OF ABSENCE**

**A.** All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed one hundred twenty (120) working days.

**B.** The Employee shall submit in writing all facts bearing on the request to the Chief of Police, or their designated representative, who shall append their recommendations and forward the request to the Governing Body. The Governing Body shall consider each case on its merits and without establishing a precedent. A denial shall not be the subject of a grievance.

**C.** This leave is subject to renewal, if granted, for reasons of personal illness, disability or other reasons deemed proper and approved by the Employer. Normally, it shall be granted only when the Employee has used their accumulated sick and vacation leave in the case of illness, or their vacation leave if leave without pay is requested for reasons other than illness.

**D.** At the expiration of such leave, the Employee shall be returned to the position from which they are on leave and will receive as of the date of their return all benefits, they would have received had they not taken the leave.

**E.** Seniority shall be retained during all leaves.

## **ARTICLE XVIII**

### **WORK INCURRED INJURY**

**A.** Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Employer shall continue such Employee at full pay, for a period not to exceed one (1) year, during the continuance of such Employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Employer.

**B.** The Employee shall be required to present evidence by a certificate of a responsible physician that they are unable to work and the Employer may reasonably require the said Employee to present such certificates from time to time.

**C.** In the event the Employee contends that they are entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer, or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a Judgment in the Division of Workers' Compensation, or by the final decision of the last reviewing Court shall be binding upon the parties.

**D.** For the purposes of this **Article**, injury or illness incurred while the Employee is acting in any Employer authorized activity, shall be considered in the line of duty.

**E.** In the event a dispute arises as to whether an absence shall be computed or designated as a sick leave, or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation Judgment, or, if there is an appeal

therefrom, the final decision of the last reviewing Court.

**F. An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.**

## **ARTICLE XIX**

### **WORK IN HIGHER RANK**

**A.** This provision will be modified to provide a yearly stipend in the amount of Five Hundred Dollars (\$500.00) to each Police Officer who has successfully completed training and been certified by the Chief of Police to act as an Officer-in-Charge during the absence of a Squad Sergeant. This stipend is to be paid in conjunction with educational incentive pay provided in Article XXXII shall be paid in January of each year, based upon the preceding calendar year.

## **ARTICLE XX**

### **PRIORITY FOR OVERTIME**

**A** Overtime for regularly scheduled shifts and details, including extraneous duty assignments as provided in paragraph (F), will be offered to regular full-time members of service covered under the Collective Bargaining Agreement first. All overtime will be offered in an order of preference based upon rotating seniority roster beginning with members of service on their regularly scheduled days off.

Overtime assignments for members to cover a vacancy of a member(s) below the rank of Sergeant in the Patrol Division will be offered to members below the rank of Sergeant. Overtime assignments for Sergeants and above will be offered to all supervisors eligible for overtime. Members of service appointed to the Detective Bureau on a full-time basis will remain eligible for overtime assignments in the Patrol Division. A Detective Bureau supervisor will be eligible for supervisory patrol coverage; a Detective will be eligible for patrol officer coverage.

Overtime for extraneous duty assignments will not be rank specific unless the Chief of Police or the Chief's designee determines that the nature of the assignment requires the presence of an onsite supervisor. Absent such a requirement extraneous duty assignment will be offered in an order of preference upon the rotating seniority roster established by the date of hire for each member of service.

**B** There may be certain situations in which the Department, because of special skills or other attributes of a particular Officer, determines that it is in the best interests of

the Employer to by-pass an Employee or Employees on the seniority list. While this Agreement contemplates special situations as noted herein, it is agreed and understood that such by-passed Employee or Employees must become next on the list for the purposes of the overtime roster.

**C.** In the event seven (7) names on the seniority roster refuse overtime, the Chief, or their designee, shall have the right to assign overtime as appropriate.

**D.** The purpose of this **Section** is to equalize overtime among Employees and the same shall not be defeated by the Employer's selection of special persons for special details, except as set forth herein.

**E.** Such overtime will be offered to persons other than full-time Employees only if it has first been refused by each member on the seniority roster aforementioned.

**F.** The practice of allowing members of service, covered by this agreement, to be employed by private employers in the capacity of a Police Officer during off duty hours shall be continued. This provided that such employment does not interfere with the efficient performance of regularly scheduled and/or emergency duty for the borough. This section will also apply to service provided to other government entities outside the confines of the Borough on a mutual aid basis.

Any employer wishing to employ off-duty police must make such a request to the Chief of Police or the Chief's designee. Approval shall be granted, if in the opinion of the Chief or Chief's designee, such employment will not be inconsistent with the efficient functioning and good reputation of the Police Department and would not unreasonably endanger or threaten the safety of the officers who are to perform the work.

Members of service accepting such assignments will be considered as "on duty" for the purpose of "Special Assignment." Members will be accorded all appropriate insurance coverage and compensated through the Borough's payroll. The Borough reserves the right to charge outside employers any reasonable and lawful service charge to cover the Borough's expense in administering these assignments.

All extraneous Duty Assignments will be offered to members of service, covered by this agreement, on the basis of the rotating seniority roster. No such assignment will be offered to any person not covered by this Agreement unless each member of service has first declined the assignment.

No provision herein is intended to prohibit or restrict the outside employment of members of service as private security personnel, investigators or in other unrelated business endeavors where said members of service are independently insured and have obtained authorization from the Chief of Police.

The Borough of Glen Rock will charge persons seeking members of service for extraneous duty assignments a service charge of Twenty Dollars (\$20.00) per hour to cover the Borough's expenses in administering these assignments.

**G.** All members of service accepting extraneous duty assignments will be compensated at a rate of a Police Officer's overtime pay as established at the maximum pay rate on each salary appendix. All other terms will remain the same.

The discounted non-profit community service organizations and Glen Rock Board of Education will be compensated at a rate of fifty dollars (\$50.00) per hour with a minimum guarantee of three (3) hours work.

In accordance with established past practice, extraneous duty assignments



for private employers and other government entities will be coordinated by scheduling officers appointed by the President of the Association, under the supervision of a ranking officer so assigned by the Chief of Police. Assignments for non-profit organizations and the Glen Rock Board of Education will be the responsibility of the Association, subject to review by the Chief of Police or the Chief's designee. Further, any time claims resulting from scheduling decisions made by the Association's scheduling officer will be resolved through the Association, in no case will the Borough be liable for a time claim based upon the actions of the Association's representatives.

## **ARTICLE XXI**

### **RECALL**

**A. Any Employee who is called back to work after having completed their regularly scheduled shift shall be compensated at the rate of time and one-half (1½) the straight time hourly rate of pay with a minimum guarantee of two (2) hours work or pay in lieu thereof.**

## **ARTICLE XXII**

### **STAND-BY TIME**

**A.** Stand-by time shall be considered as time worked if the Employer requires the Employee to remain in a fixed location.

**B.** The same rule shall apply when an Employee receives a subpoena referred to as an "on call subpoena," pursuant to their duties as a Police Officer. Officers receiving a subpoena referred to as an "on call subpoena" shall be compensated in the amount of Three Hundred Dollars (\$300.00) per day. When a member of service is actually called to testify overtime will be paid in accordance with Article XXIV, Court Time, in lieu of stand-by pay.

## **ARTICLE XXIII**

### **TRAINING**

**A** The present practice of sending Employees covered by this Agreement to required training courses during their tours of duty, or in the alternative, giving them equivalent time off, shall continue.

**B** All members of service shall be scheduled to attend in-service training, not to exceed sixteen (16) hours, to be pre-scheduled on their regular days off. Eight (8) hours shall be scheduled in the Spring and eight (8) hours shall be scheduled in the Fall. No period of training shall be less than four (4) hours with no less than thirty (30) days advance notice provided. Each member of service shall be compensated with thirty-two (32) hours of Garcia time.

## **ARTICLE XXIV**

### **COURT TIME**

**A.** Court time, as referred to in this **Article**, shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies, pursuant to their duties as a Police Officer.

**B.** All such required Court time shall be considered as overtime and shall be compensated at the time and one-half (1½) hourly rate as paid overtime compensation.

**C.** When an Employee covered under this Agreement shall be required to travel to and from any of the Courts or Administrative Bodies as noted in **Paragraph A** of this **Article**, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, provided however, that such travel time shall be computed between the Employer's Police Headquarters and the pertinent Court or Administrative Body.

**D.** The amount of overtime to which an Employee may be entitled to under this **Article** shall be the actual time required, including waiting time in the Court or Administrative Body, together with any applicable travel time, provided however, that the Employee's entitlement to overtime under this **Article** shall not be less than one and one-half (1½) hours of overtime pay at the time and one-half (1½) rate.

**E.** The provisions of this Article shall apply to all Employees covered by this agreement, including those persons assigned to the Detective Bureau.

**F.** All provisions of this Article will apply to instances arising while Employees are active members of service with the Glen Rock Police Department. Further, any member of service who may retire or otherwise separate from service with the Glen Rock Police Department will be compensated in accordance with this Article for any applicable appearances, which may arise from instances having occurred while an active member of service.

**G.** Members of service who, during their regular tour of duty, may be required to attend an applicable court appearance arising from any matter prior to employment by the borough of Glen Rock will be permitted to do so without loss of wages or changes of scheduled tour. However, no such member will be entitled to overtime compensation relating to instances having occurred prior to employment.

**ARTICLE XXV**

**HOURLY RATE**

**A. To compute the base hourly rate of an Employee for overtime or other purposes, the Employee's yearly base salary shall be divided by two thousand eighty (2080) hours.**

## **ARTICLE XXVI**

### **WORK DAY, WORK WEEK AND OVERTIME**

**A.** Effective January 1, 2011, all employees covered by this agreement, with the exception of personnel who may be assigned to a "power squad", shall be covered by the Pitman Twelve (12) hour work chart. **(Appendix D).**

The Pitman schedule consists of Twelve (12) hour shifts for a total of 2184 hours to be worked per year. As part of the new schedule, the Borough shall give officers 156 hours of Compensatory (Garcia) Time per year. These 156 hours are calculated by multiplying 104 extra duty hours by time and one-half. Compensatory (Garcia) Time should be taken as Eleven (11) full Twelve (12) hours days off for each member, for a total of 132 hours. The remaining Twenty-Four (24) hours should be used to leave early, come in late, or combined with other compensatory time to form Twelve (12) hour blocks. Compensatory (Garcia) Time usage is subject to manpower requirements and subject to the approval of the Chief of Police or the Chief's designee. The use of Compensatory (Garcia) Time may be denied if it shall cause overtime. Officers may use all their Compensatory (Garcia) Time as of the beginning of the calendar year; however, such time shall be deemed to accrue over the calendar year on a pro-rated basis. Any officer who takes more Compensatory (Garcia) Time than they have accrued may be required to reimburse the Borough for used but unaccrued time in the event they leave employment with the Borough.

Compensatory (Garcia) Time usage shall be reviewed on a quarterly basis by the



Chief of Police, or their designee, to ensure officers are using their time based on the agreement between the parties and based on the standards set forth above. Officer shall use Compensatory (Garcia) Time within the calendar year it is accrued.

**B.** Overtime will be compensated at time at One-half (1 ½) paid to each member or as equivalent time off at the option of the employee. Nothing in this agreement will prohibit the employer from offering voluntary compensatory time details with advance notice.

**C.** All employees covered by this agreement who are appointed to the Detective Bureau shall work a modified Twelve (12) hour work chart. Specifically, in accordance with established past practice, Detectives will not routinely be scheduled to work on Sundays.

**D.** The Chief of Police may establish a "Power Squad" to overlap both the day and night shifts established under this agreement. The "Power Squad" may be staffed by One or more officers of any rank, at the discretion of the Chief of Police, who shall be assigned to work Ten (10) hours shifts to provide additional coverage in order to meet service requirements. The "Power Squad" schedule calls for Forty (40) hour work weeks and requires each member to work 2080 hours per year. All employees so assigned shall work Four Ten (10) hour shifts and have Three (3) days off with a minimum of Two (2) days off per week on normal duty. The paid time off of officers working on the Power Squad shall be converted consistent with the 10-hour shift.

## **ARTICLE XXVII**

### **OFF DUTY POLICE ACTION**

**A.** Since all Police Officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree that any action taken by a member of the force on their time off, while within the State of New Jersey, which would have been taken by an Officer on active duty if present or available, shall be considered as Police action, and the Employee shall have all of the rights and benefits concerning such action as if they were on active duty.

**B.** Recognizing that the Employer and its residents benefit from the additional protection afforded them by off duty Police Officer, and further recognizing the weighty responsibility and hazards confronting each off-duty Police Officer, the Employer agrees to pay such Employees an additional sum to be added to the regular and periodic payments the Employees receive in the following amount: Three Hundred (\$300.00) Dollars per year.

**C.** The off-duty Police action stipend of Three Hundred Dollars (\$300.00) per year is included within the adjusted base reflected in the base salary schedules annexed in the Appendices.

## **ARTICLE XXVIII**

### **MILEAGE ALLOWANCE**

**A. Whenever an Employee shall be required to use their personal vehicle in any job connected capacity, they shall be entitled to an allowance equal to the federal rate per mile.**

## **ARTICLE XXIX**

### **SALARIES**

**A.** The base annual salaries of all Employees covered by this Agreement shall be as set forth in **Appendices A, B, and C.**

**B.** The base annual salaries for the period covered by this Agreement shall be deemed effective on the date specified in Appendix A, and any monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as is practicable.

**C.** All members holding the rank of Police Officer shall receive a "roll call" stipend in the amount of \$200 per annum which will be added to each member's base salary. The stipend is meant to compensate members of service for a brief period of preparation, not to exceed five (5) minutes prior to the commencement of their tour of duty. Said "roll call" stipend has been included within the base wage calculation set forth for patrol officers on Appendix A. The roll call stipend is not payable to members holding the ranks of Lieutenant, sergeant or detective.

**D.** **Senior Police Officer Stipend:** All members of the Department holding the rank of police officer, upon their 20<sup>th</sup> anniversary of employment with the Borough and each year thereafter will receive a "Senior Police Officer Stipends". Payment will be included and paid along with each entitled member's holiday compensation as specified in Article XXXV. No such stipend will be paid to members holding the ranks of Lieutenant, Sergeant or Detective. The annual "Senior Police Officer Stipend" shall be \$700.00 per

annum.

**E. Detective Supervisor Stipend:** Members of service holding the rank of Sergeant or Lieutenant who are appointed to the Detective Bureau on a full-time basis will receive a "Detective Supervisor" stipend in the amount of \$400.00 per year. This stipend will be added into said member's base salary.

## **ARTICLE XXX**

### **UNIFORM ALLOWANCE**

**A.** Each new Employee shall receive from the Employer, free of charge, in lieu of a clothing allowance, a complete uniform.

**B.** Each Employee of the bargaining unit shall be entitled to a yearly clothing allowance with payments made by a voucher system and outlined herein. The annual clothing allowance shall be Nine Hundred Fifty Dollars (\$950.00).

**C.** This payment shall be made to plain clothed as well as uniformed Employees.

**D.** If the Employer decides to change the uniform, or any part thereof, it shall provide to each Employee, free of charge, any such changed items; however, such Employer-directed change shall not diminish the clothing allowance set forth in this Agreement.

**E.** An Employee's uniform or personal equipment, which are required by them in their capacity as a Police Officer, which may be damaged as a result of a single episode during the course of their employment, shall be replaced at the expense of the Employer, except where such damage is caused by the negligence of the Employee. Any such payments for equipment made under this Paragraph shall be in addition to the Employee's annual clothing allowance otherwise referred to in this Agreement, and shall be made to the Employees within thirty (30) days of reporting same.

**F.** Any Employee covered by this Agreement who chooses to enroll in the New

**Jersey State PBA Legal Protection Plan may charge the annual premium for said Legal Protection Plan as against the Uniform Allowance Provisions of this Article.**

**G. The Employer will assume the cost and responsibility for cleaning any Employees' uniform, equipment and /or clothing that is suspected of having been contaminated by any hazardous material and/or bloodborne pathogen. The procedures for the handling of suspect contaminated items will be in accordance with those established in the Borough of Glen Rock Exposure Control for Bloodborne Pathogens section "9.2 Laundry" dated October 1995, or issued thereafter. Said document adopted for the police Department from the New Jersey Department of Health Public Employees Occupational Safety and Health Program Occupations Exposure to Bloodborne Pathogens; Final Rule 29 CFR Part 1910.1030.**

## **ARTICLE XXXI**

### **EDUCATIONAL INCENTIVE**

**A.** The Borough will provide additional compensation at the rate of Eighteen (\$18.00) Dollars for each college credit or point earned on or after the effective date of this Agreement, when such credits or points are awarded by an accredited school, college or university for such courses related to Police work as approved by the Borough.

**B.** Said compensation will be paid in one (1) installment annually, in the first salary check of the year following the accreditation or increase and accreditation of the Employee.

**C.** The foregoing will be paid on a retroactive basis for credits earned after, but not before, the beginning of this program in 1969, including credits leading to a Master's Degree. It shall not include, however, courses taken at the Bergen County Police Academy.

**D.** Such compensation will be limited to Two Thousand Three Hundred Forty (\$2,340.00) Dollars per year for each member of the Department.

**E.** No Employee hired after January 1, 1977, shall ever receive any payment for any credits earned before or during the first three (3) years of completed service with the Borough of Glen Rock.

#### **EMT Pay**

**1.** Any non-probationary member of service who elects to obtain or maintain certification from the State of New Jersey as an Emergency Medical



Technician will receive a yearly stipend. The annual EMT stipend shall be One Thousand Four Hundred Dollars (\$1,400.00) for each member of service eligible for this stipend. This stipend will be paid in conjunction with educational incentive pay provided in Article XXXII, shall be paid in January of each year, based upon the preceding calendar year.

2. The Borough will cover all training costs and schedule EMT training and re-certification in accordance with Article XXIII "Training".

3. Due to training and scheduling requirements, the Borough agrees to allow up to two (2) members of service per year, on a seniority basis, to attend EMT basic training. EMT re-certification will not be so limited, but shall be scheduled with reasonable consideration for departmental service requirements.

4. All EMT stipends will be paid based upon the preceding calendar year. Any member of service who is not certified for a complete calendar year will have their stipend prorated based upon the number of months their certification was in effect.

## **ARTICLE XXXII**

### **VACATIONS**

- A.** The vacation allowance shall be as set forth in this Agreement in **Appendix**
- D.**
- B.** When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of Police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year.
- C.** If an Employee is on vacation and becomes sufficiently ill so as to require hospitalization, they may have such period of hospitalization and the same number of days that require as a post-hospital recuperation period charged against sick leave at their option upon proof of hospitalization and a physician's certificate.
- D.** No Employee who is on vacation shall be recalled except in a case of the full mobilization of the Department by the Chief of Police to meet a "clear and present danger" confronting the Employer.
- E.** Vacations may be taken in full day segments at the option of the Employee, but subject to the needs of the Department. During the period from Independence Day through Labor Day, no Employee shall take more than two (2) consecutive weeks of vacation.
- F.** The number of holidays that a Police Officer is entitled to shall not be diminished by reason of a holiday falling during their vacation.
- G.** Vacation shall be selected on a rotating seniority basis which shall be

established by the Department. Once an Employee has selected two (2) or more consecutive days of vacation under this clause, the next senior officer shall make their selection, and so on, until the seniority list is exhausted, at which time the process shall be continued.

## **ARTICLE XXXIII**

### **SICK LEAVE**

**A.** As used in this Article, "sick leave" shall mean paid leave that may be granted to all covered personnel, who, through sickness or injury, become mentally or physically incapacitated to a degree that makes it impossible for them to perform the duties of their position, or who are quarantined by a physician because they have been exposed to a contagious disease.

**B.** A certificate from the Employee's and/or Employer's doctor may be required as sufficient proof of the need for sick leave.

**C.** All covered personnel shall accumulate sick leave on the basis of fifteen (15) days of sick leave per year. All covered personnel shall begin with five (5) days of sick leave for every four (4) months of employment, from the date of their appointment, but shall not exceed one hundred twenty (120) days. At the time of separation due to retirement, each covered personnel shall be compensated on the basis of one-half (½) day per full day of sick leave accumulated, with a maximum of 480 hours of payout.

**D.** The Borough shall provide disability insurance for all covered personnel, which would take effect on the ninety-first (91st) calendar day of the covered Employee's sickness. The existing policy now in effect, as of July 1, 1992, through Life Insurance Company of North America, shall remain in force for the life of this contract and shall not be reduced in coverage without the approval of the PBA.

**E.** When a covered member of the bargaining unit is sick for more than ninety

(90) calendar days, and the disability policy shall commence paying benefits, the Borough may discontinue its payment of wages until the Employee returns to their employment. Sick days taken by the covered personnel after the ninetieth (90th) day shall not be considered in determining sick days under **Paragraph C** of this **Article**.

**F. Incentive Plan** - Uniformed Officers party to this contract shall be provided a "personal day" when a particular Officer limits their use of sick days taken to one (1) or less days per each six (6) months. The maximum that any one Officer can earn in a calendar year is two (2) "personal days". Personal days cannot be accumulated and carried over for use in the following year. The use of any earned personal day must be scheduled upon the approval of the Chief of Police.

**G. Sick Bank** - All members of service covered by this agreement will be provided with an enhanced sick bank upon their 18<sup>th</sup> anniversary of employment with the Borough and each year thereafter. The sick bank will include all sick time accumulated from year to year since said member's first date of employment, but not to exceed two hundred forty (240) days of earned sick leave. Sick days will only be deducted from these accumulated days in those instances where a member exceeds the allotted fifteen (15) sick days in any given calendar year. However, no sick leave accumulated under this section is intended to increase compensation due upon retirement as set forth in section (C) of this section.

**H.** All sick leave granted under this Article is based on a Twelve (12) hour day for Officers working under a Pitman work schedule. Sick Leave for Officers assigned to the "Power Squad" is based on a Ten (10) hour day.

## **ARTICLE XXXIV**

### **HOLIDAYS**

**A.** All covered personnel shall receive twelve (12) holidays per annum, six (6) days of which may not be worked and six (6) days of which may be worked, with additional compensation at the straight time rate for all such days worked, with all of the above scheduled in accordance with existing procedure.

**B.** **Time off In Lieu of Paid Holidays** - All members of service will have the option of converting holiday pay into time off subject to approval by the chief of Police or the Chief's designee. On or prior to April 1 members may request one (1) to six (6) days off in lieu of payment. If less than three (3) days are requested the balance of three (3) days will be paid in accordance with past practice. On or prior to October 1 members may request one (1) to three (3) days off in lieu of payment. If less than three (3) days are requested the balance will be paid in accordance with past practice.

**C.** All holiday pay granted under this Article is based on a Twelve (12) hour day for Officers working under a Pitman work schedule. Sick Leave for Officers assigned to the "Power Squad" is based on a Ten (10) hour day.

## **ARTICLE XXXV**

### **BEREAVEMENT LEAVE**

**A.** All permanent full-time Employees covered by this Agreement shall be granted leave without loss of pay, not to exceed three (3) calendar days following the death of a member of their Immediate family.

**B.** Immediate family shall be defined, for the purposes of this **Article**, as:

- 1.** The Employee's spouse, child, parent, brother or sister.
- 2.** The child, parent, or sibling of their spouse.
- 3.** A relative living under the same roof.
- 4.** Grandparents and grandchildren.

**ARTICLE XXXVI**  
**MEDICAL COVERAGE**

**A. Hospitalization:**

The Borough will continue to provide the hospitalization and major medical benefit program presently provided to members of service covered by this agreement.<sup>1</sup> The Borough will provide the same coverage received by active full-time members of service to members who have retired or are due to retire from the department during the term of this Agreement. However, the right of a retired member to such coverage shall be subject to the retired member having twenty (20) years of accredited service with the Borough of Glen Rock prior to retirement and a total of twenty-five (25) years of accredited service under the Police and Fire Pension System.

**B.** The Borough will, as may be required by law or regulation, adopt such resolutions or ordinances necessary to make effective the benefits program provided in this article for retiree members.

**C.** Nothing herein, however, shall be deemed to limit a retired member's right to hospitalization at the Borough's expense in the event the retirement is due to disability prior to the member having acquired twenty-five (25) years of accredited service.

**D.** The Borough reserves the right to change carriers, so long as the coverage is equal to or greater than is provided.

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<sup>1</sup> The parties acknowledge the State of NJ Health Benefit Contribution Requirements under Chapter 78, P.L. 2011.



**E.** The Borough agrees to continue coverage in the Borough's hospitalization and major medical insurance program for any surviving spouse of a retired member who is not qualified under any Federal, State or private medical insurance program. This provision is consistent with the language of **Chapter 88, P.L. 1974** as amended by **Chapter 436, P.L. 1981**.

**F.** **Dental Coverage:** The borough will provide a traditional dental insurance plan to all members of service covered by this agreement. This coverage will be equal to or greater than the Delta Insurance Plan currently provided. The Borough will provide the same coverage received by active full-time members of service to members who have retired or are due to retire from the department during the term of this Agreement. Retired members will pay 15% of the premiums associated with the plan to the Borough on an annual basis. However, the right of a retired member to such coverage shall be subject to the retired member having twenty (20) years of accredited service with the Borough of Glen Rock prior to retirement with a total of twenty-five (25) years of accredited service under the Police and Fire Pension System.

**G.** The parties acknowledge Chapter 78, P.L. 2011 subject to any subsequent revisions through legislative action or court challenge.

## **ARTICLE XXXVII**

### **INSURANCE**

**A.** The Employer will continue to provide existing insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties, including but not limited to the following: false arrest, malicious prosecution, libel, slander, defamation of character, violation of the right of privacy, invasion of the right of privileged occupancy, the invasion of civil rights and the giving of first aid.

**B.** The Borough agrees to pay any bond required as a result of any criminal charge against an Employee by reason of the good faith performance of an Employee's Police duties.

**C.** The Borough reserves the right to change carriers, so long as not less coverage is provided.

**ARTICLE XXXVIII**

**LIFE INSURANCE**

**A.** The Borough shall continue to provide, at its expense, a fifteen-thousand-dollar (\$15,000.00) face amount life insurance policy for each member of the bargaining unit.

**B.** The Borough reserves the right to change carriers, so long as coverage remains the same.

**ARTICLE XXXIX**

**SHIFT CHANGES**

**A.** The Employer agrees that it will not indiscriminately adjust shifts so as to avoid overtime payment to Employees covered by this Agreement.

**ARTICLE XL**

**PBA BUSINESS**

**A.** The Borough agrees to grant the necessary time off without loss of pay to one (1) member of the PBA duly designated as State Delegate to attend the regular monthly meeting of the State PBA.

**B.** The Borough agrees to grant the necessary time off without loss of pay to two (2) members of the PBA selected by the membership as Delegates to attend the regular State and County Convention of the New Jersey Policemen's Benevolent Association.

## **ARTICLE XLI**

### **NON-DISCRIMINATION**

**A.** The Borough and the Association agree that there shall be no discrimination against any Employee because of race, creed, color, sex or national origin.

**B.** The Borough and the Association agree that all Police Officers covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any Employee Organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Association against any Employee because of the Employee's membership or non-membership or activity or non-activity in the Association.

**C.** The Borough and the Association support the right of all qualified candidates to be considered for employment in the police service without regard to race, creed, color, sex or national origin. To this end, job titles of Patrolman and Detective Patrolman shall be modified to the gender-neutral titles now the industry standard as follows:

**Police Officer:** All Employees below the rank of Sergeant and not holding the position of Detective.

**Detective:** All Employees, below the rank of Sergeant, appointed to the Detective Bureau on a full-time basis.

## **ARTICLE XLII**

### **FIREARMS QUALIFICATION FOR RETIRED OFFICERS**

Subject to a maximum service charge of fifty (\$50.00) dollars per year the Borough will provide retired Glen Rock Police Officers the opportunity to qualify with their firearms as required by New Jersey State Law. Retired officers must maintain any permits which may be required by law and will submit their weapon to the department firearms officer for inspection as may be determined necessary by the firearms officer. As part of the service charge the Borough agrees to provide ammunition for retired officers' qualifications subject to caliber restrictions as may be established in accordance with the Bergen County Prosecutor's Office guidelines.

## **ARTICLE XLIII**

### **MATERNITY/PATERNITY LEAVE**

**A.** Pregnant Officers shall advise the Borough of a pregnancy. The rights of a pregnant Officer shall include but not be limited to the following provisions:

1. The Officer will continue to work their normal duties subject to a doctor's note. The doctor shall be a physician of the Officer's own choosing. The Borough shall have the option to appoint a physician to consult with the Employee's physician.
2. The Police Department shall have the discretion of assigning the pregnant Officer to a Police Department related light duty position. Said light duty assignment should be consistent with the Officer's physician's opinion and approval.
3. In addition to the other provisions of this **Article**, the Officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits, which they may have during the period of their pregnancy and the period following childbirth.
4. Upon return from maternity leave the Officer shall be returned to work without loss of seniority or benefits and shall be returned to the same position as worked prior to utilizing leave.
5. Consistent with Paragraph 3 above, in the event the Employee is in a no pay status then all insurance benefits shall be continued and be totally provided by the Employer.
6. The Officer shall at all times be kept at full benefits and shall be considered as on active duty for all computation purposes.
7. Upon return to active duty state the Officer shall be placed in the same position, which they held before departing for maternity status.

**B.** All Police Officers shall be permitted such time and such terms and conditions as are provided under the ***Federal Family Leave Act*** and the ***New Jersey Temporary Disability Benefits Law***.



## **ARTICLE XLIV**

### **EMPLOYEE PERFORMANCE EVALUATIONS**

The Borough of Glen Rock, beginning in the year 2007, will conduct annual performance evaluations of all Employees. The results of the evaluations shall not affect terms and conditions of employment.

**ARTICLE XLV**

**TRANSITIONAL DUTY POLICY**

Effective, January 1, 2020, The Chief of Police shall implement the Temporary Transitional Duty Policy attached hereto as Appendix F.

## **ARTICLE XLVI**

### **SEPARABILITY AND SAVINGS**

A. If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XLVII**

**TERM AND RENEWAL**

**THIS AGREEMENT** shall be in full force and effect as of January 1, 2020 and shall remain in full force and effect to and including December 31, 2024, without any reopening date. This Agreement shall continue in full force and effect thereafter, unless one party or the other gives notice, in writing, pursuant to the rules of the Public Employment Relations Commission of a desire to change, modify or terminate this Agreement.

In witness whereof, the parties hereto have set their hands and seals the date and year written above, at Glen Rock, New Jersey.

**GLEN ROCK PBA LOCAL NO. 110**

**BOROUGH OF GLEN ROCK  
BERGEN COUNTY, NEW JERSEY**

**By:**

Sam Evans, President

**By:**

Kristine Morlock

**ATTEST:**

Mike Tuba, Delegate

**ATTEST:**

Sandra Benjamin, Admin

Walter Doe, Secretary

H. P. [Signature]

**APPENDIX "A"**

**SALARIES**

**POLICE OFFICERS HIRED BEFORE JANUARY 1, 2011**

		<b>Effective 1/1/2020</b>	<b>Effective 1/1/2021</b>	<b>Effective 1/1/2022</b>	<b>Effective 1/1/2023</b>	<b>Effective 1/1/2024</b>
<b>Step 7</b>	<b>During Seventh Year (Maximum)</b>	<b>\$126,363</b>	<b>\$128,890</b>	<b>\$131,468</b>	<b>\$138,041</b>	<b>\$144,943</b>
	<b>Detective</b>	<b>\$135,047</b>	<b>\$137,748</b>	<b>\$140,503</b>	<b>\$147,528</b>	<b>\$154,904</b>
	<b>Sergeant</b>	<b>\$136,479</b>	<b>\$139,209</b>	<b>\$141,993</b>	<b>\$149,092</b>	<b>\$156,547</b>
	<b>Detective Supervisor- Sergeant</b>	<b>\$137,069</b>	<b>\$139,810</b>	<b>\$142,606</b>	<b>\$149,736</b>	<b>\$157,223</b>
	<b>Lieutenant</b>	<b>\$143,209</b>	<b>\$146,073</b>	<b>\$148,995</b>	<b>\$156,444</b>	<b>\$164,267</b>
	<b>Detective Supervisor- Lieutenant</b>	<b>\$143,786</b>	<b>\$146,662</b>	<b>\$149,595</b>	<b>\$157,075</b>	<b>\$164,929</b>

**APPENDIX B**

**SALARIES**

**POLICE OFFICERS HIRED ON OR AFTER JANUARY 1, 2011**

		<b>Effective 1/1/2020</b>	<b>Effective 1/1/2021</b>	<b>Effective 1/1/2022</b>	<b>Effective 1/1/2023</b>	<b>Effective 1/1/2024</b>
<b>Step 1</b>	<b>Police Officer Probationary (Not PTC Certified)</b>	<b>\$37,741</b>	<b>\$38,496</b>	<b>\$39,266</b>	<b>\$41,229</b>	<b>\$43,290</b>
<b>Step 1</b>	<b>Probationary (PTC Certified and/or Experienced)</b>	<b>\$42,270</b>	<b>\$43,115</b>	<b>\$43,978</b>	<b>\$46,176</b>	<b>\$48,485</b>
<b>Step 2</b>	<b>During Second Year</b>	<b>\$52,507</b>	<b>\$53,557</b>	<b>\$54,628</b>	<b>\$57,359</b>	<b>\$60,227</b>
<b>Step 3</b>	<b>During Third Year</b>	<b>\$62,680</b>	<b>\$63,934</b>	<b>\$65,212</b>	<b>\$68,473</b>	<b>\$71,897</b>
<b>Step 4</b>	<b>During Fourth Year</b>	<b>\$72,985</b>	<b>\$74,445</b>	<b>\$75,934</b>	<b>\$79,730</b>	<b>\$83,717</b>
<b>Step 5</b>	<b>During Fifth Year</b>	<b>\$83,222</b>	<b>\$84,886</b>	<b>\$86,584</b>	<b>\$90,913</b>	<b>\$95,459</b>
<b>Step 6</b>	<b>During Sixth Year</b>	<b>\$93,461</b>	<b>\$95,330</b>	<b>\$97,236</b>	<b>\$102,098</b>	<b>\$107,203</b>
<b>Step 7</b>	<b>During Seventh Year</b>	<b>\$103,699</b>	<b>\$105,773</b>	<b>\$107,889</b>	<b>\$113,283</b>	<b>\$118,947</b>
<b>Step 8</b>	<b>During Eighth Year</b>	<b>\$113,936</b>	<b>\$116,215</b>	<b>\$118,539</b>	<b>\$124,466</b>	<b>\$130,689</b>
<b>Step 9</b>	<b>During Ninth Year (Maximum)</b>	<b>\$126,363</b>	<b>\$128,890</b>	<b>\$131,468</b>	<b>\$138,041</b>	<b>\$144,943</b>
	<b>Detective</b>	<b>\$135,047</b>	<b>\$137,748</b>	<b>\$140,503</b>	<b>\$147,528</b>	<b>\$154,904</b>
	<b>Sergeant</b>	<b>\$136,479</b>	<b>\$139,209</b>	<b>\$141,993</b>	<b>\$149,092</b>	<b>\$156,547</b>
	<b>Detective Supervisor- Sergeant</b>	<b>\$137,069</b>	<b>\$139,810</b>	<b>\$142,606</b>	<b>\$149,736</b>	<b>\$157,223</b>
	<b>Lieutenant</b>	<b>\$143,209</b>	<b>\$146,073</b>	<b>\$148,995</b>	<b>\$156,444</b>	<b>\$164,267</b>
	<b>Detective Supervisor- Lieutenant</b>	<b>\$143,786</b>	<b>\$146,662</b>	<b>\$149,595</b>	<b>\$157,075</b>	<b>\$164,929</b>

**APPENDIX C****SALARIES****POLICE OFFICERS HIRED ON OR AFTER SEPTEMBER 30, 2020**

		Effective 1/1/2020	Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024
<b>Step 1</b>	<b>Police Officer Probationary (Not PTC Certified)</b>	<b>\$37,741</b>	<b>\$38,496</b>	<b>\$39,266</b>	<b>\$41,229</b>	<b>\$43,290</b>
<b>Step 1</b>	<b>Probationary (PTC Certified and/or Experienced)</b>	<b>\$42,270</b>	<b>\$43,115</b>	<b>\$43,978</b>	<b>\$46,176</b>	<b>\$48,485</b>
<b>Step 2</b>	<b>During Second Year</b>	<b>\$50,679</b>	<b>\$51,693</b>	<b>\$52,726</b>	<b>\$55,363</b>	<b>\$58,131</b>
<b>Step 3</b>	<b>During Third Year</b>	<b>\$59,088</b>	<b>\$60,270</b>	<b>\$61,475</b>	<b>\$64,549</b>	<b>\$67,776</b>
<b>Step 4</b>	<b>During Fourth Year</b>	<b>\$67,497</b>	<b>\$68,847</b>	<b>\$70,224</b>	<b>\$73,735</b>	<b>\$77,422</b>
<b>Step 5</b>	<b>During Fifth Year</b>	<b>\$75,906</b>	<b>\$77,424</b>	<b>\$78,973</b>	<b>\$82,921</b>	<b>\$87,067</b>
<b>Step 6</b>	<b>During Sixth Year</b>	<b>\$84,315</b>	<b>\$86,001</b>	<b>\$87,721</b>	<b>\$92,107</b>	<b>\$96,713</b>
<b>Step 7</b>	<b>During Seventh Year</b>	<b>\$92,724</b>	<b>\$94,578</b>	<b>\$96,470</b>	<b>\$101,294</b>	<b>\$106,358</b>
<b>Step 8</b>	<b>During Eight Year</b>	<b>\$101,133</b>	<b>\$103,156</b>	<b>\$105,219</b>	<b>\$110,480</b>	<b>\$116,004</b>
<b>Step 9</b>	<b>During Ninth Year</b>	<b>\$109,542</b>	<b>\$111,733</b>	<b>\$113,967</b>	<b>\$119,666</b>	<b>\$125,649</b>
<b>Step 10</b>	<b>During Tenth Year</b>	<b>\$117,951</b>	<b>\$120,310</b>	<b>\$122,716</b>	<b>\$128,852</b>	<b>\$135,294</b>
<b>Step 11</b>	<b>During Eleventh Year</b>	<b>\$126,363</b>	<b>\$128,890</b>	<b>\$131,468</b>	<b>\$138,041</b>	<b>\$144,944</b>
	<b>Detective</b>	<b>\$135,047</b>	<b>\$137,748</b>	<b>\$140,503</b>	<b>\$147,528</b>	<b>\$154,904</b>
	<b>Sergeant</b>	<b>\$136,479</b>	<b>\$139,209</b>	<b>\$141,993</b>	<b>\$149,092</b>	<b>\$156,547</b>
	<b>Detective Supervisor- Sergeant</b>	<b>\$137,069</b>	<b>\$139,810</b>	<b>\$142,606</b>	<b>\$149,736</b>	<b>\$157,223</b>
	<b>Lieutenant</b>	<b>\$143,209</b>	<b>\$146,073</b>	<b>\$148,995</b>	<b>\$156,444</b>	<b>\$164,267</b>
	<b>Detective Supervisor- Lieutenant</b>	<b>\$143,786</b>	<b>\$146,662</b>	<b>\$149,595</b>	<b>\$157,075</b>	<b>\$164,929</b>

**APPENDIX D**

**VACATION SCHEDULE (PITMAN SCHEDULE)**

<b><u>Completed Years of Service</u></b>	<b><u>Work Hours Granted for Vacation</u></b>	<b><u>12 Hour Days Granted for Vacation</u></b>
1 thru 5	80	7
6	88	7.5
7	96	8
8	104	9
9	112	9.5
10 thru 14	120	10
15 thru 18	160	13.5
19	168	14
20	168	14
21	176	15
22	184	15.5
23	184	15.5
24	192	16
25	200	17

Vacations are based on **COMPLETED** years of service.

**VACATION SCHEDULE (POWER SQUAD)**

<b><u>Completed Years of Service</u></b>	<b><u>Work Hours Granted for Vacation</u></b>	<b><u>10 Hour Days Granted for Vacation</u></b>
1 thru 5	80	8
6	88	9
7	96	10
8	104	10.5
9	112	11.5
10 thru 14	120	12
15 thru 18	160	16
19	168	17
20	168	17
21	176	18
22	184	18.5
23	184	18.5
24	192	19.5
25	200	20

Vacations are based on **COMPLETED** years of service.



## **APPENDIX E**

### **PITMAN SCHEDULE (12 HOUR SHIFTS)**

The public employer shall provide for a Twelve (12) hour work shift schedule for the patrol division. The "Power Squad" will work the aforementioned Ten (10) hour work shift, as established herein. Employees on the Twelve (12) hours chart shall have their schedule comply with the following provisions:

1. The duty day for members shall consists of Twelve (12) consecutive hours per day (0700-1900 and 1900-0700 hours of operation) provided that in cases of emergency, the officer in charge or control of the department shall have the full authority to summon and keep on duty any and all members during the period of an emergency as defined by the chief of police pursuant to New Jersey law.
  - a. The sequence of days off is as follows: 2 on- 2 off, 3 on -2off, 2 on-3 off. Both the "3 on and 3 off" sequence shall fall on Friday, Saturday and Sunday allowing for each member to have every other weekend off. Squads will change shifts from days to nights on a 28-day cycle.
2. Changes in overtime to address the schedule shall be paid to all personnel working on the Pitman Schedule for work in excess of twelve (12) hours per shift. A maximum of four (4) hours overtime may be worked by personnel if it is prior to or immediately following an officer's shift, except in cases of emergency as required by the Chief of Police, or their designee.
  - a. All employees shall have a minimum of two (2) consecutive days off per week.
3. The Borough will continue to grant necessary time off without loss of pay to the PBA State Delegate to attend regular monthly meetings of the NJ State PBA and Bergen County PBA Conference. This time off will include necessary travel time.
4. The Pitman schedule consists of one (1) Sergeant and three (3) Patrol Officers on each Twelve (12) hour shift. The Pitman schedule established for the Glen Rock Police Department consists of Two (2) platoons each consisting of Two (2) squads.
  - a. Twelve (12) hour shifts may be reduced to One (1) OIC (Officer-In-Charge) and Two (2) Patrol Officers at the discretion of the Chief of Police, or their designee. On

a holiday, twelve (12) hour shifts may be reduced to One (1) Sergeant or OIC and One (1) Patrol Officer, at the discretion of the Chief of Police, or their designee. In the absence of a Sergeant, the OIC will be designated by the Chief of Police, or their designee.

- b. Officers will be permitted to swap shifts with colleagues of equal rank. Swapping shall include swaps of individual days or weeks, and shall require a minimum of Forty-Eight (48) hours written notice to the Chief of Police, or their designee. The Chief of Police, or their designee, shall either approve or deny the request for swaps. Such approval shall not be unreasonably withheld. This Agreement is consistent with current practice. All changes or deviations from this agreement will be at the discretion of the Chief of Police or their designee.
  - c. Employees shall provide their supervisor with a minimum of Seventy-Two (72) hours' notice prior to taking a holiday, except in the case of an emergency as approved by the Chief of Police, or their designee.
  - d. Officers shall be entitled to Two (2) Fifteen-minute breaks, at the Officer's request, and a Forty-Five (45) minute meal period. Meal Periods will not run concurrent with each other, unless approved by the OIC.
5. The parties recognize that the Twelve (12) hour Pitman work schedule is an innovative change for the Glen Rock Police Department.
- a. The parties agree that there shall be a trial period to begin on or about January 1, 2011 through December 31, 2011. The trial period shall end on December 31, 2011, unless mutually extended by agreement between the Borough and the PBA.
  - b. The trial period shall not end without prior notice to and discussion with the PBA. During the trial period, the Chief of Police, or their designee, shall evaluate the schedule. The Chief of Police, or their designee, shall meet with a representative(s) designated by the PBA on a regular basis to discuss the schedule. In the event the Chief of Police has concerns about the schedule, the Chief shall communicate their concerns to the PBA representative(s).
  - c. If the Borough determines that it is in the best interest of the Police Department and

**the Borough to terminate the Pitman work schedule, the work schedule shall revert back to the Eight (8) hour work schedule. The parties understand that the Borough shall operate the schedule in compliance with the collective bargaining agreement and applicable laws, including, but not limited to, the Fair Labor Standards Act.**

- d. In the event the Borough does not terminate the Pitman schedule on or before December 31, 2011, the trial nature of the schedule shall terminate. Upon mutual agreement by the Borough and the PBA, the trial nature of the schedule may be extended for a period of time to be determined by mutual agreement.**
- e. The same review process described in paragraph d will apply to the "Power Squad" Ten (10) hour work chart.**
- f. All other Articles contained in the collective bargaining agreement between the Borough and the PBA shall be made and interpreted consistently and in conformity with the new Pitman work schedule, unless such schedule is terminated by the Borough pursuant to the procedures set forth above. This shall include, but not be limited to, Article XXV, Hours of Work.**

## **APPENDIX F**

### **TRANSITIONAL DUTY POLICY**

**PURPOSE** The purpose of this written directive is to establish policy and procedures for granting temporary transitional duty. This written directive in no way abridges any rights to individuals protected under other federal or state law.

**POLICY** It is the policy of the Glen Rock Police Department that eligible employees are given a reasonable opportunity to work in temporary transitional duty assignments, where available, and consistent with this written directive.

#### **PROCEDURES**

##### **I. DEFINITIONS**

- A. Eligible employee is any employee of this department suffering from a medically certified illness, injury, or disability requiring treatment by a physician and who, because of this illness, injury or disability, is temporarily unable to perform their regular assignment, but is capable of performing alternative assignments. Eligible employee shall also include personnel with pending administrative determinations including, but not limited to:
1. Officer involved shootings;
  2. Removal of weapons for domestic violence related issues;
  3. Pending fitness for duty evaluations, functional capacity evaluations, etc.;
  4. Suspension of required license and certifications, e.g. driver's license, CJIS access, etc.
- B. Extra-duty employment is defined as law enforcement related employment not performed during normal duty hours, and is conditioned on the actual or potential use of law enforcement powers by a police officer. Extra-duty employment is also referred to as special duty or road jobs.
- C. Outside employment is defined as non-law enforcement related work for which compensation is received for services rendered. This type of work includes, but is not limited to, retail sales, any trades (roofer, plumber, mechanic, electrician, etc.), consulting, other professions (accountant, teacher, etc.), or in any self-employed capacity.
- D. Physician shall mean a medical physician licensed to practice in this state or a similarly licensed healthcare provider.

- E. Temporary transitional duty includes the terms, light duty, modified duty, and convalescent duty.

## II. GENERAL PROVISIONS

- A. When available, temporary transitional duty assignments are for personnel who, because of illness, injury, disability, or administrative action are temporarily unable to perform their regular assignments, but who are capable of performing alternative duty assignments.
- B. The use of temporary transitional duty can provide employees with an opportunity to remain productive while convalescing, as well as, provide a work option for employees who may otherwise risk their health, safety or the safety of others by remaining on duty when temporarily unfit for their regular assignment.
- C. Transitional duty is neither a right nor an entitlement. Decisions on temporary transitional duty assignments shall be made based upon the availability of an appropriate assignment given the employee's knowledge, skills and abilities, availability of transitional duty assignments, and any physical limitations imposed upon the employee.
- D. Because of the legal and operational concerns involved, the final decision on whether an employee is to be assigned to a transitional duty assignment shall remain with the Chief of Police.
- E. Transitional duty assignments are strictly temporary and normally shall not exceed six months (6) in duration. The Chief of Police or the Borough's compensation insurance carrier may grant extensions in thirty-day (30) increments, only when supported by compelling medical documentation. In no instance shall temporary transitional duty exceed one (1) year.
- F. Temporary transitional duty assignments are limited in number and variety. Therefore, personnel injured or otherwise disabled in the line of duty shall be given preference in initial assignment to transitional duty.
- G. Temporary transitional duty assignments may be changed at any time if deemed in the best interest of the agency. Employees should be aware that they do not have a vested right to retain a particular position or shift preference.
- H. Assignment to a temporary transitional duty assignment shall not affect an employee's job title, pay classification, or pay status.
- I. Agency employees are generally prohibited from engaging in outside employment while on temporary transitional duty for a medical reason except:

1. Employee may request a waiver from the Borough of Glen Rock physician. The decision will be solely a medical decision based on the individual facts of the case in question.
  2. The borough physician will grant a waiver only in cases where the outside employment will in no way affect the rehabilitation or treatment of the injury, or will in no way cause any delay in the employee's recovery and eventual return to full duty status.
  3. If the injury is not job related, the cost of the examination by the borough physician will be borne by the employee.
- J. Police officers are prohibited from working any extra duty assignments while on temporary transitional duty.
- K. Depending on the nature and extent of any disability, police officers on temporary transitional duty may be prohibited or restricted from wearing a uniform, carrying a duty handgun or otherwise limited in employing law enforcement powers as determined by the Chief of Police.
- L. Transitional duty assignments shall not be made for disciplinary purposes.
- M. Employees on workers' compensation who refuse temporary transitional duty assignments that are supported by and consistent with the recommendations of the attending compensation physician or borough physician may be subject to revocation of their workers' compensation benefits.
- N. Nothing contained within this written directive shall be construed to supplant the authority of the Chief of Police as granted under N.J.S.A. 40A: 14-118.

### **III. TEMPORARY TRANSITIONAL DUTY ASSIGNMENTS**

- A. Employees who had sustained a job-related injury, illness or disability may be assigned to a transitional duty assignment as authorized by the borough's authorized workers' compensation physician(s). The assignment shall not be in conflict with the workers' compensation physician's instructions. The borough's workers' compensation physician will consider:
1. Nature of the illness, injury or disability; and
  2. Probable duration of the illness, injury or disability, and
  3. Prognosis for recovery; and

4. Specific nature of the work restrictions and an acknowledgement by the attending physician of their familiarity with a transitional duty assignment and the medical opinion that the employee can physically assume the duties involved.
- B. Note: physicians shall not be permitted to dictate what an employee can do, but rather what the employee can't do.
- C. Temporary transitional duty assignments may be obtained from a variety of technical and administrative areas, contingent upon any physical limitations or physician's restrictions that include, but are not limited to:
1. Records Desk assignments, etc.;
  2. Report taking or writing;
  3. Records filing and maintenance;
  4. Property room duties;
  5. Technical functions such as fingerprinting or photography;
  6. Computer operations;
  7. Research projects;
- D. Decisions on temporary transitional duty assignments shall be made based upon the availability of an appropriate assignment given the employee's knowledge, skills and abilities, availability of transitional duty assignments, physical limitations, and any physical restrictions placed upon the employee.
- E. Every effort should be made to assign personnel consistent with their job title, rank, and pay classification. When necessary, personnel may be assigned to positions designated for personnel of lesser rank or pay classification. Personnel thus assigned shall:
1. Retain the privileges of their rank, but shall work closely with the supervisory officer of the unit to which they are assigned with regard to work responsibilities and performance; and
  2. Retain the pay classification and related benefits of the position held prior to their assignment to temporary transitional duty. This section does not apply to personnel receiving a stipend where the transitional duty assignment may require a transfer from their present assignment and where another person must be transferred into the position.

#### **IV. APPLICATION PROCEDURES FOR MEDICAL REASONS – NON JOB RELATED**

- A. Employees shall submit written requests for temporary transitional duty assignments for a non-job-related condition to the Chief of Police, or the chief's designee. The request must be accompanied by a medical certification to support the assignment. The attending physician must personally sign this certification. Additionally, the certificate must contain the following information:
1. Nature of the illness, injury or disability; and
  2. Probable duration of the illness, injury or disability, and
  3. Prognosis for recovery; and
  4. Specific nature of the work restrictions and an acknowledgement by the attending physician of his/her familiarity with a transitional duty assignment and the medical opinion that the employee can physically assume the duties involved.
  5. Note: physicians shall not be permitted to dictate what an employee can do, but rather what they can't do.
- B. The request for temporary transitional duty shall be forwarded to the Chief of Police, or chief's designee.
- C. The Chief of Police may require the employee to submit to a medical examination by the borough's physician. In the event that the opinion of the borough's physician differs from the employee's attending physician, the employee may request a third opinion from another mutually agreed upon physician at the employee's expense.
- D. This department shall cooperate and act in good faith in selecting any third physician, and both parties shall be bound by that medical decision.
- E. As a condition of continued assignment to temporary transitional duty for a non-job related injury, illness, or disability, employees are required to submit periodic physician's certificates assessing their condition. These certificates must be submitted to the Chief of Police, or the chief's designee.

#### **V. OTHER REASONS**

- A. Employees not requesting temporary transitional duty may be recommended for such an assignment by a supervisor. This written recommendation must be supported by documentation expressing the need for temporary transitional duty or by a request for a medical or psychological fitness-for-duty examination. *This section does not apply to employees with a job-related illness, injury or disability.*



1. Notice shall be provided to the employee of the proposed temporary transitional duty assignment together with compelling justification for the recommendation.
  2. The employee may challenge the proposed reassignment through the grievance process.
  3. Pending the outcome of the grievance process, an employee may be reassigned if, in the opinion of the Chief of Police, failure to reassign the employee may jeopardize the safety of the employee, other employees, or the public.
- B. As an alternative to administrative suspension, police officers awaiting administrative determinations may be placed on temporary transitional duty status. Assignment to a transitional duty assignment for administrative reasons shall in no way mean or infer that an officer is unfit or may suffer discipline.
- C. The Chief of Police or the chief's designee will conduct a monthly review of all temporary transitional duty status granted for pending administrative determinations (see definition of eligible employee in section I.A for examples of administrative determinations).