

ADOPTED

MAY - 2 2013

RESOLUTION R: 176-13

**RESOLUTION RATIFYING CONTRACT BETWEEN THE BOROUGH OF
GLASSBORO AND THE UNITED FOOD & COMMERCIAL WORKERS
UNION LOCAL 1360 – POLICE RECORDS UNIT FOR CONTRACT
PERIOD OF 2013 THROUGH 2016**

WHEREAS, the Mayor and Council of the Borough of Glassboro have negotiated a Contract with the United Food & Commercial Workers Union Local 1360 – Police Records Unit to cover the years 2013, 2014, 2015 and 2016; and

WHEREAS, the governing body does hereby agree to approve and ratify said Contract which is incorporated in and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Glassboro, County of Gloucester, and State of New Jersey that:

1. The contract between the Borough of Glassboro and the United Food & Commercial Workers Union Local 1360 – Police Records Unit for the years 2013, 2014, 2015 and 2016 be and hereby is approved.

2. The Mayor, Borough Administrator, and Borough Clerk are hereby authorized to execute the Contract on behalf of the Borough of Glassboro.

ADOPTED at a meeting of the Mayor and Council of the Borough of Glassboro in the County of Gloucester and State of New Jersey on Thursday, May 2, 2013.

BOROUGH OF GLASSBORO



LEO J. McCABE, Mayor

Attest:



PATRICIA A. FRONTINO, Municipal Clerk

CERTIFICATION

I, Patricia A. Frontino, Municipal Clerk, of the Borough of Glassboro, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Glassboro held on Thursday, May 2, 2013.



PATRICIA A. FRONTINO
Municipal Clerk

R: 176-13

AGREEMENT

BETWEEN

BOROUGH OF GLASSBORO

AND

**POLICE RECORDS DEPARTMENT
UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 1360**

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EFFECTIVE DATE: JANUARY 1, 2013
EXPIRATION DATE: DECEMBER 31, 2016

AGREEMENT

This Agreement is made and entered into the 1st day of January 2013, by and between the Borough of Glassboro (hereinafter referred to as "Borough" or "Employer") and United Food & Commercial Workers International Union, Local 1360 (hereinafter referred to as "Union"), chartered by the United Food & Commercial Workers International Union, affiliated with AFL-CIO, CLC, and Glassboro Police Records Department.

PURPOSE

The Employer actively participated in joint negotiations through its authorized negotiating representatives and with the Union, which negotiations have resulted in this labor agreement establishing mutually satisfactory conditions of employment, as more particularly hereinafter set forth.

ARTICLE I RECOGNITION

The Employer recognizes the Union as the exclusive representative of all full time and regular part-time employees in the Police Records Department as set forth in the Borough Agreement dated May 13, 1993.

ARTICLE II AGENCY SHOP

1. The Borough agrees to an Agency Shop for all present employees in the Union and any new permanent employees after January 1, 1994. The Employer shall deduct regular Union dues from an employee's pay when so authorized in writing by the employee or a shop steward. The amount of such deductions shall be certified to the Employer by the Union. The Employer shall remit the dues to the Union on a monthly basis, no later than 21 days following the month in which the deductions were made, together with a list of employees from whose pay such deductions were made. The list shall include each employee's Social Security number, base weekly pay, and the amount of dues deducted for the month. A copy of such list shall also be forwarded to the Local Union. Dues deductions for employees in the bargaining unit shall not be made for any other employee organization.

2. The Borough agrees to deduct the representation fee in lieu of dues from the earnings of those employees who elect not to become members of the Union and transmit the fee to the Union as the majority representative.

3. The representation fee shall be eighty-five (85%) percent of the regular Union membership dues, fees and assessments and notice of said amount shall be furnished to the Borough in writing by the majority representative.

4. The Union agrees to establish and maintain a demand and return system in accordance with the provisions of the State Law.

5. Payment of the representation fee in lieu of dues shall commence on the 90th day following the beginning of an employee's employment in a position in the contractual bargaining unit or on the 10th day following re-entry into the contractual bargaining unit in a position included in the bargaining unit.

6. The Borough will permit voluntary check-off for a Political Action Committee fee through the Union.

ARTICLE III GRIEVANCE AND ARBITRATION PROCEDURE

A. Purpose. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment, consistent with applicable laws, regulations, contractual obligations, operational requirements, and standards of fairness. Nothing herein shall be construed as limiting the right of any employee or Union representative to discuss a grievance informally with an appropriate supervisor or other management representative.

B. Grievance Definition. The term "grievance" shall mean any dispute or appeal of the interpretation, application, or violation of written policies, agreements, or administrative decisions affecting the terms and conditions of employment.

C. General Provisions.

(1) Formal grievances as provided for in this Article shall be filed by the Union or Shop Steward only. The grievant may be an individual employee, a group of employees, or the Union itself.

(2) The grievant shall be represented at all stages of the grievance procedure by representatives appointed by the Union.

(3) Employees designated as Union officers or shop stewards shall be afforded reasonable opportunity to investigate and process grievances during working hours without loss of pay, provided that permission is obtained in advance from the appropriate supervisor if time away from the job is required.

(4) Grievances shall be filed within two (2) weeks after the grievant knew or should have known of the occurrence giving rise to the grievance. If it is not presented within the aforementioned time period, it shall not thereafter be considered a grievance under this

agreement. Time limits for filing or responding to grievances at any step may be extended by consent of the parties.

(5) Both parties shall have the right to produce and examine witnesses at any step of the grievance procedure.

(6) Grievance conferences shall be held during the work day whenever possible, without loss of pay for employees whose attendance is required.

(7) Formal grievances shall be presented in writing. Responses shall likewise be in writing and shall include reasons for the decision.

D. Grievance Steps.

(1) **Step 1.** The grievance shall be presented first to the Department's designated representative/Chief of Police. The Department's designated representative/Chief of Police shall meet with the grievant and Union representative upon request in an effort to resolve the matter. A written response shall be furnished to the grievant and the Union representative within ten (10) working days after receipt of the grievance. If the matter is not resolved, the grievance may be submitted to Step 2 within ten (10) working days after receipt of the supervisor's response.

(2) **Step 2.** The grievance shall next be submitted to the Borough Administrator, who shall schedule a conference upon request to address the matter. The Administrator shall forward his decision to the grievant and the Union representative within ten (10) working days after receipt of the grievance. Upon receipt of the Administrator's response, the Union, Shop Steward or grievant shall have ten (10) working days to submit any unresolved grievance to Step 3.

(3) **Step 3.** The grievance shall be forwarded to the Borough Clerk for consideration by the Borough Council, which shall hear the matter and render a decision within 30 days.

E. Arbitration. If the grievance remains unresolved, the Union may submit the matter for arbitration. The following procedures shall apply:

(1) The Union shall request the assignment of an arbitrator by the Public Employment Relations Commission within 45 days after receipt of the Step 3 decision. The arbitrator shall be selected by the parties in accordance with the procedures of the Commission.

(2) The arbitrator shall schedule a hearing as expeditiously as possible, in consultation with the parties. An award shall be issued in writing within 30 days after the hearing or, if applicable, 30 days after the receipt of post-hearing briefs.

(3) The arbitrator shall not add to, subtract from, or modify the terms of this Agreement, but shall interpret the Agreement in harmony with applicable law.

(4) If the decision is in favor of the grievant, the arbitrator shall have authority to fashion an appropriate remedy, which may include but is not limited to reinstatement, back pay, interest, and the granting of specific benefits.

(5) The arbitrator's decision shall be final and binding on the parties.

(6) The fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses incident to arbitration shall be borne by the party incurring them.

ARTICLE IV SENIORITY

A. Seniority lists shall be established by the Borough once each year and submitted to the Local Union.

B. Employees returning from military service shall have their wages and classification determined by the then existing law, provided they apply for work within the required period in the veterans Re-employment Rights Act requirements. Said job restoration shall be consistent with the then current Veterans Re-employment Rights Act.

C. (1) In the case of a layoff, due to lack of work, seniority shall be the determining factor providing the employee has the ability to perform the work.

(2) The Employer shall give two (2) weeks notice to the Union and the employee of an intended layoff. The Borough shall make every effort to place any laid off employee in a comparable position in another department of the Borough, provided there is an opening at the time of layoff.

(3) In order to avoid layoffs within this unit, the unit has agreed to furlough days, up to six (6) days, as determined necessary by Administration.

D. Seniority shall be the determining factor in all matters concerning the employee's working conditions and benefits, and may be exercised at the employee's discretion.

E. Seniority and other rights and benefits, e.g. vacation and longevity, for the purpose of this Article, shall be deemed to have commenced from date of hire.

ARTICLE V MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including the following rights:

(1) To 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 for employment, or assignment, and to promote and transfer employees, equally and fairly.

(3) To suspend, demote, discharge, or take other disciplinary action for good and just cause according to law, subject to the grievance procedure.

ARTICLE VI
LEAVE OF ABSENCE WITHOUT PAY

A. Conditions.

(1) Leaves of absence without pay may be granted for up to six (6) months at a time for health reasons, maternity or paternity, education, or for other purposes satisfactory to the Borough, including those purposes set forth in Section B of this Article. If necessary, leaves may be extended for a total of one (1) year. The Borough may, in its discretion, which shall not be unreasonably denied, grant the privilege of a leave of absence without pay for an appropriate reason to an employee, covered by this Agreement, for a period not to exceed six (6) months at any one time.

(2) Requests for leave will be submitted in writing to the supervisor thirty (30) days in advance whenever practicable. An employee shall submit his or her request to the supervisor. The supervisor shall forward his or her recommendation to the Borough Administrator. The Borough Administrator shall respond to the employee's request within fifteen (15) days of receipt of the request from the supervisor.

(3) In cases where paid leave is available to be used for the same purposes as unpaid leave, employees shall have the option of using paid or unpaid leave, or a combination thereof.

(4) During any such leave, health benefits shall be made available to the employee at the election of the employee and at the employee's expense pursuant to COBRA, except for leave taken pursuant to the FMLA or NJFLA.

B. Family and Medical Leave.

Pursuant to the New Jersey Family Leave Act (FLA) and/or the federal Family and Medical Leave Act (FMLA), eligible employees with at least one (1) year of service shall enjoy all rights and benefits under those laws, including continued health benefits for a period of twelve (12) weeks while on leave. Eligible employees shall consult the Borough's Family Leave Policy, attached as Appendix A, for applicable procedures, entitlement and rules related to such

leave. Any such leave taken under the FMLA or NJFLA shall run concurrently to any disability leave taken pursuant to Article XI.

ARTICLE VII
UNION ACTIVITIES

A. There shall be no discrimination against any employee because of their Union membership or activities nor shall there be any discrimination in employment because of race, color, creed, age or sex.

B. Bulletin boards on the Employer's premises may be used by the Union.

C. Shop Stewards shall be permitted to handle Union representation matters during working hours without loss of pay up to a maximum of one (1) hour per week. If additional time is required, it is subject to the approval of the employee's supervisor, which approval shall not be unreasonably withheld.

ARTICLE VIII
UNION STEWARDS, ENFORCEMENT OF STANDARDS

A. The Union will use its best efforts to secure as Stewards a high caliber of employee, who shall be required to conform to the standards and qualifications required by the Union and the Employer.

B. The Union shall furnish the Employer with a complete list of the Stewards which list shall be supplemented from time to time as necessary.

C. The Union shall enforce the Rules and Regulations of the Employer and through advice, instruction and example, maintain the highest standard of work.

ARTICLE IX
HOURS AND OVERTIME

A. Hours of operations are from 8:00 a.m. – 4:00 p.m.

B. Employees in the title Records Clerks and Senior Records Clerk will work an average of forty (40) hours per week over each two week period.

C. All hours worked in excess of a regularly scheduled shift in one day, or in excess of the regularly scheduled work week, shall be compensated at a rate of one and one-half times the employee's regular rate of pay.

D. All employees shall be entitled to a one (1) hour, duty free lunch.

E. If there is any change in the daily or weekly work schedules currently in effect, the Employer shall post advance notice of any such changes.

F. All employees shall be granted two, 15 minute breaks; one in the middle of each half of the work day.

G. The Borough shall, when feasible, offer available overtime opportunities as equally as possible among qualified employees within the Police Records Department.

ARTICLE X CALL IN TIME

A. Any employee who is requested by the Borough and must return to work during periods other than his/her regularly scheduled shift, shall be guaranteed not less than two (2) hours call in pay, regardless of the number of hours actually worked.

ARTICLE XI SICK AND DISABILITY LEAVE

A. Any employee covered by this Agreement who is unable to perform his or her assigned duties because of personal illness, injury, or other health condition, shall be entitled to receive sick leave with pay. Sick leave may also be used to enable an employee to obtain care or treatment of a health condition, if such services could not reasonable have been scheduled outside working hours. The following conditions shall apply:

- (a) An employee after completion of six (6) months of employment shall be entitled to sick leave on the basis of eight (8) hours per month. Thereafter employees shall be entitled to eighty (80) hours per calendar year.
- (b) Part-time employees shall be entitled to a proportionate amount of paid sick leave.
- (c) Sick leave not taken by an employee shall accumulate from year to year, except that under no circumstances, will an employee be permitted to accrue more than 100 sick days.
- (d) Employees of the borough as of the date of execution of this Agreement and so employed thereafter during the term of this Agreement who leave the employment of the Borough shall be paid for their unused/accumulated sick time at a rate of \$50.00 per day, not to exceed \$5,000.00.
- (e) Sick leave benefits shall not accumulate during any leave of absence or disciplinary action, which exceeds thirty (30) days.
- (f) Sick leave may be used in hourly increments
- (g) Sick leave may be used for care of sick or injured child or spouse.

B. BOROUGH DISABILITY SCHEDULE

At Least Year	Less Than Years	Full Salary Calendar Weeks	One Half Calendar Weeks	Total Coverage Annual
1	2	4	2	6
2	3	4	7	11
3	4	4	12	16
4	5	4	17	21
5	6	8	18	26
6	7	8	23	31
7	8	8	28	36
8	9	8	33	41
9	10	12	34	46
10	15	12	40	52
15	20	14	38	52
20	25	16	36	52
25	30	18	34	52
30	Over	20	32	52

An illness entitling an employee to the above benefits shall be defined as eight (8) calendar days of continuous absence from employment. The above Plan shall be applied based upon year in which disability occurred. Clarification – the schedule does not run from January to December, but 12 months from date of first occurrence in which the disability schedule was applied.

The Borough's position is to be in alignment with other sick bank timing. The date for calculation of the sick bank to be used will be as of 1/1/2010.

- 5 – 9 years – 40 hours
- 10 – 14 years - 120 hours
- 15 or more – 160 hours

In the event an employee has used all of his sick time, the Borough Council can, on a monthly basis by resolution, grant up to an additional six (6) months of disability leave at one-half (1/2) pay

An employee who is medically disabled as a result of illness, including any medical disability related to pregnancy, but excluding, work related injury or illness, covered in this Article, shall be granted disability leave pursuant to the schedule set forth above.

An employee shall not be entitled to paid disability benefits unless he or she has been unable to work for a continuous period of eight (8) calendar days. During this initial

period an employee will be required to use paid sick leave, if available, for the absence. Beginning with the eighth day of disability, the employee will begin receiving paid disability leave.

In order to be deemed "medically disabled" and thus be eligible to receive paid disability leave, an employee must present to the Administrator a "Disability Certification Form" prior to a disability that presents reasonable medical documentation regarding the nature and extent of his or her disability and the projected duration of the period of disability. The form is Appendix D of this document.

The Disability Certificate Form must include the following:

- A. Employee Information & Signature
- B. Medical Certificate (Form is attached as Appendix E)
 - 1. Physician Information
 - 2. Period of Disability
 - 3. Treatment Date & Frequency
 - 4. Next Appointment
 - 5. Start Date Employee Unable to Perform Work Duties
 - 6. Estimated Return to Work Date
 - 7. Patient Limitations, Upon Return to Work
 - 8. Diagnosis and Diagnosis Code
 - 9. Clinical Data & Test Performed to Support Diagnosis
 - 10. Date & Type of Surgery
 - 11. Physician's Signature and Date

The Borough has the right to request updated and/or new documentation of the employee's medical disability every thirty (30) days from the employee's physician.

The Borough agrees to keep the information related to the employee's medical condition confidential to greatest extent possible. In addition, if the period of disability exceeds sixty (60) days, the Employer shall have the right, at its discretion and expense, to require that employee submit to an independent medical exam by a physician selected by the Employer.

When disability leave benefits set forth above schedule are exhausted, an employee must return to work for a minimum of six (6) months before the employee is eligible to receive disability leave benefits again. The period in which the disability leave days may be used is the 12-month period beginning with the first day of disability.

C. Work-Related Disability Leave. In case of absence due to injury or illness arising out of or in the course of the employee's job, the employee will be entitled to full pay during such absence, which shall be offset by any temporary payments made to the employee pursuant to the Workers' Compensation Law. An employee disabled and unable to work due to any injury on the

job will receive full pay and sign over to the Borough any temporary disability checks they received from Worker's Compensation Insurance.

D. All employees are to report any incident immediately to their Supervisor, no matter how small the injury, and it may be required that the employee be examined by a physician designated by the Borough. Employees will not be permitted while on Worker's Compensation leave to engage in any paid or volunteer work with any injury which would hinder their recovery or cause additional injury without the written permission of the Borough Administrator.

ARTICLE XII
HOLIDAYS

A. During the term of this Agreement, all employees shall receive the following paid holidays:

New Years Day	General Election Day
Martin Luther King's Birthday	Independence Day
Lincoln's Birthday	Armistice Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Day
Labor Day	Columbus Day

B. All work performed on a holiday shall be compensated at one and one-half (1-1/2) times the employee's hourly rate in addition to holiday pay.

C. Whenever a holiday falls during an employee's vacation, an additional day off will be granted at a later date.

D. Additional paid holidays may be granted at the discretion of the Employer.

If the Employer declares any additional holidays, then the employees covered by this Agreement shall either be granted the day off or granted comparable time off, to be taken at a later date subject to the Employer's approval.

E. If a designated holiday falls on a Saturday, it shall be observed on Friday; if the holiday falls on Sunday, it shall be observed on Monday. In addition, if Christmas Eve falls on a Monday, Tuesday, Wednesday or Thursday, employees shall be excused after one-half day's normal working hours without loss of pay.

F. Employees covered by this Agreement who work on a holiday will not be required to work eight (8) hours.

ARTICLE XIII HEALTH & WELFARE

A. The Employer agrees to provide employer paid health coverage under the State Health Benefits Program, with the exception of co-premium as set forth below. Employer agrees to continue to provide the presently enjoyed dental, vision and cafeteria plans, or their substantial equivalents, life insurance and monthly long term disability monthly income insurance, or benefit's equivalent, for the duration of this Agreement, for all employees working thirty (30) hours or more per week. All new employees working thirty-two (32) hours or more per week shall be entitled to medical benefits at the conclusion of the sixty (60) day waiting period from date of hire.

Employees have agreed to accept the prescription plan attached to the health insurance plan instead of the "stand alone prescription plan" (both of which are provided by the State Health Benefits Plan). Employees further agree to accept the copayments associated with the prescription plan attached to their health insurance plan, along with the copayments associated with the health plan.

The Employee shall pay a co-premium as follows:

The Employee shall contribute toward the cost of their health benefits as required by law, but never less than the amount of co-premium amount listed in prior agreement ending December 31, 2012, which is based on NJ Direct 10 plan as the base and 6.5% co-premium of dependent cost.

B. Any employee covered by this agreement may choose, in writing, to participate in the "optional health benefits program". Participation in this program is totally voluntary and is intended for those employees who are covered by health insurance through a working spouse or who chose not to maintain the Borough of Glassboro's health coverage.

1. If any employee chooses to participate in this program and selects one of the options set forth below, the employee shall receive the monetary incentive specified.

2. If an employee chooses to participate and then the spouse's coverage is terminated, upon proper verification of termination, the Borough will reinstate coverage as soon as practical or within thirty (30) days after the written request is submitted to the Borough Administrator.

3. Optional Health Benefits Program

(a) In order to be eligible, employees must show proof of other current medical coverage.

(b) Employees shall be permitted to re-enroll during any subsequent open-enrollment period or upon showing loss of alternative coverage.

(c) Payments shall be made on a monthly basis so long as the waiver remains in effect, beginning with the month in which the benefit ceases. Based on the type of coverage to which the employee would otherwise have been entitled, payments shall be as follows:

Family	\$360.67
Employee/Spouse	\$331.42
Employee/Child	\$206.23
Employee	\$158.98

The employee will be eligible for up to \$100.00 reimbursement their dental plan doesn't cover for exam.

C. Post-Retirement Medical Benefits

After January 1, 1998, any employee who retires on pension shall be entitled to continued employer-paid medical and prescription benefits, provided either or both of the following conditions apply:

(a) The employee has at least 25 years of credited service in a state-administered pension system and at least 20 years of service with the Borough.

(b) The employee is 62 or older and has at least 15 years of service with the Borough.

Retired employees shall pay health benefit contributions as required by law, but never less than 6/5% co-premiums of dependent care using NJ Direct 10 as the base plan.

Retired employees shall pay the same medical co-payments as current employees and the retired employee will pay the prescription co-payments that are designated by the "Prescription Drug Coverage for Retirees" schedule set by the New Jersey State Health Benefits program.

Medical Benefits for the retiree and their spouse of record at time of retirement shall continue upon death of retiree for the spouse of record at the time of retirement until such time as the spouse passes away or remarries.

Retirees who are not eligible for employer paid health benefits may continue their benefits in accordance with the State Health Benefits Program. Coverage provided pursuant to this section shall be limited to the retired employee or to the retired employee and his or her spouse of record at time of retirement.

D. Continuation of Benefits.

Employer-paid health benefits will continue throughout the duration of any paid leave as well as any unpaid leave which qualifies under the New Jersey Family Leave Act or the federal Family and Medical Leave Act. Employees or their dependents shall be permitted to continue their health benefits at their own expense in accordance with federal COBRA provisions. In addition, employees on unpaid leaves of absence shall be permitted to continue their health benefits after employer-paid coverage ceases by paying the monthly premiums themselves.

ARTICLE XIV
PERSONAL DAYS

A. All full time employees with at least one (1) year of service shall be entitled to five (5) personal days within each calendar year without loss of pay. Part time employees shall be entitled to a proportionate amount of personal days.

B. No employee shall be required to state a reason when requesting a personal leave day. However, personal days are not to be used in conjunction with vacation. Personal days must be requested from the appropriate department head 48 hours in advance unless an emergency exists.

C. Personal days shall not accumulate from year to year. Employees shall be given the option to convert any unused personal days at year end to their: Sick time = to two (2) days for sick for one (1) personal day or eight (8) hours of comp time. There shall be no splitting between sick or comp for the unused personal day.

ARTICLE XV
VACATIONS

A. All full time employees shall be entitled to an annual vacation, with pay, in accordance with the following schedule:

(1) All employees who have completed one (1) year of continuous service will be eligible for two (2) weeks vacation with pay, and will, thereafter, qualify for two (2) weeks vacation on each succeeding January 1.

(2) Commencing with January 1 of the year in which the fifth (5th) anniversary of service occurs, employees will be eligible for three (3) weeks vacation with pay during that year, and in each year thereafter.

(3) Commencing with January 1 of the year in which the tenth (10th) anniversary of service occurs, employees will be eligible for four (4) weeks vacation with pay during that year, and in each year thereafter.

(4) Commencing with January 1 of the year in which the fifteenth (15th) anniversary of service occurs, employees will be eligible for five (5) weeks vacation with pay during that year, and in each year thereafter.

(5) Commencing with January 1 of the year in which the twentieth (20th) anniversary of service occurs, employees will be eligible for six (6) weeks vacation with pay during that year, and in each year thereafter.

(6) All employees hired as of January 1, 1998, will be capped at a maximum of five (5) weeks.

B. In order to exercise seniority preference, vacation requests shall be submitted by the employee to the Police Chief by March 1 of each year. Vacation requests submitted after March 1 shall be granted, in accordance with the Department's needs, and in the order in which the request was submitted.

C. Vacations must be taken during the calendar year in which they are earned. However, if an employee is sick or disabled during selected vacation periods, the vacation may be rescheduled prior to December 31 of that year. If the illness or disability carries over to December 31 of that year, unused vacation may be granted up to March 31 of the following year. If an employee's vacation is canceled and/or denied by the Employer due to work demands in the department, unused vacation may also be granted up to March 31 of the following year. However, employees who seek to have any unused vacation time carried over to the following year must obtain specific authorization and approval to do so from the Chief of Police by November 30 of the year in which the vacation time is earned.

D. An employee who becomes ill during his/her vacation will not be charged vacation leave but rather sick leave for the period of illness provided he/she furnishes satisfactory proof of such illness to the employer upon return to work. The employee must contact the employer as soon as possible when such illness occurs.

E. Payment for Unused Vacation Leave. Upon termination of employment, an employee shall receive a prorated vacation benefit based upon years of service and vacation time earned as of date of termination.

ARTICLE XVI
SPECIAL PAID LEAVES

A. **Bereavement Leave.** In case of death in an employee's immediate family, the employee shall be entitled to three (3) days of paid leave per occurrence for attendance at a viewing or funeral, or to make family arrangements incidental to such bereavement. If the employee must travel more than 150 miles each way to attend the funeral, a total of five (5) days shall be permitted. Paid sick leave may also be used in case of bereavement if additional time off is needed for the loss of an employee's spouse, child or parent. For purposes of this section, "immediate family" shall be defined as spouse, children, step-child, parents (including in-laws), step-parents, foster parents, grandchild, step-grandchild (including in-laws), brothers, sisters, step-brothers, step-sisters (including in-laws), grandparents, step-grandparent, domestic partners, and any relatives who resided in the employee's home. Reasonable documentation shall be produced by the employee if requested by the Borough. The failure to provide reasonable documentation upon request may subject the employee to loss of pay for the absent days of work.

All employees shall be given the day of burial off without loss of pay for the death of an aunt, uncle, nephew or niece.

B. **Jury Duty/Witness Leave.** Any employee who is summoned for jury duty or who is subpoenaed to appear as a witness in any legal proceeding involving the Borough of Glassboro shall be permitted time off for such purpose without loss of pay.

C. **Court Time.** All members mentioned in Article I attending any court hearing or conference stemming from a criminal or quasi-criminal matter including Municipal Court involving a Borough matter, shall be compensated at a minimum of two (2) hours call in pay for each attendance when the clerk is not scheduled for duty.

D. **Emergency Closings.** If a state of emergency covering Glassboro is declared by the Governor of New Jersey, due to inclement weather or other emergency which is expected to cause imminently hazardous travel conditions, employees shall be excused from work without loss of pay. In all other cases of adverse weather or other emergency, the Borough may, at its discretion, excuse the employees from work without loss of pay. Employees who are required to work in the above cases while the rest of the work force is excused shall be compensated at the rate of one and one-half (1/2) times the employees' hourly rate.

ARTICLE XVII
MILITARY LEAVE

Employees in the military service, including the New Jersey National Guard or United States Armed Forces Reserves, shall be entitled to leave as required by law.

ARTICLE XIII
SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions covered in this Agreement shall continue in full force and effect.

ARTICLE XIX
RATES OF PAY

A. All employees covered by this Agreement will receive the following across the board salary increases effective January 1, 2013, 2014, 2015 and 2016 (see attached pay scales):

<u>1/01/2013</u>	<u>1/01/2014</u>	<u>1/01/2015</u>	<u>1/01/2016</u>
2%	2%	2.25%	2.25%

B. The Senior Record Clerk position will be based on seniority and qualifications within the Records Department unless the individual is not qualified or lacks seniority.

Senior Record Clerk: As per attached Pay Scale

ARTICLE XX
LEGAL AID

The Employer shall provide legal aid to all employees covered by this Agreement pursuant to the applicable statutes of the State of New Jersey.

ARTICLE XXI
PAY CHECKS

A. All items on pay checks, such as overtime, dues, pension, etc., shall be listed separately.

B. The Borough has implemented a bi-weekly pay schedule.


ARTICLE XXII
DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 2013, and shall continue in effect until December 31, 2016. The parties shall commence negotiations for a successor Agreement on or after October 1, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respectful authorized representatives this _____ day of _____, 2013.

FOR THE BOROUGH OF GLASSBORO

FOR UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 1360


_____

JOSEPH A. BRIGANDI, JR.
BOROUGH OF GLASSBORO

TIM TERIFAY
COLLECTIVE BARGAINING
REPRESENTATIVE

_____ 4/24/13

_____ 4-18-13

DATE

DATE

APPENDIX A

BOROUGH OF GLASSBORO'S FAMILY LEAVE POLICY

The Borough of Glassboro ("Borough") will comply as required by state and federal laws with the Family and Medical Leave Act (AFMLA@) the New Jersey Family Leave Act (ANJFLA@). Any employee who desires to take a leave pursuant to those laws shall notify the Borough Administrator in accordance with the applicable procedures, entitlement and rules related to such leave. The following information is to be used as a summary and a guide to your rights and responsibilities under the Borough's Family and Medical Leave Act and the New Jersey Family Leave Act Policy. Questions of interpretation under this policy will be resolved by reference to the FMLA, NJFLA and regulations issued by the United States Department of Labor.

FAMILY AND MEDICAL LEAVE ACT

Leave Entitlement

Under the FMLA, any Borough employee who is eligible under the Act may receive up to twelve (12) weeks of unpaid leave in a twelve (12) month period, for any of the following reasons:

- a. Birth of your child, and to care for your newborn child (within twelve (12) months of birth);
- b. Placement of a child with you for adoption or for foster care (within twelve (12) months of placement);
- c. Care for an immediate family member (i.e. - your spouse, child or parent) with a serious health condition; or
- d. A personal, serious health condition that leaves you unable to perform the essential functions of your job.

Employee Eligibility

To be eligible under the FMLA, an employee must have, on the date the leave begins:

- a. Worked for the Borough for at least twelve (12) months; and
- b. Worked at least 1,250 hours (including only those hours actually worked) for the Borough during the twelve (12) months immediately preceding the leave.

Eligible employees may be entitled to up to twelve (12) weeks of unpaid leave during any twelve (12) month period. The calculation of the twelve (12) month period shall commence with the commencement of the family leave. Should an eligible employee take less than twelve (12) weeks of family leave for any of the above reasons, such employee shall be entitled to take additional leave for any of the above reasons provided that the total leave taken does not exceed twelve (12) weeks in any consecutive twelve (12) month period, and the other qualifications and restrictions contained in the FMLA are not abridged.

If both spouses are Borough employees, the Borough reserves the right to restrict family medical leave to a total of twelve (12) weeks of unpaid leave in a twelve (12) month period for the birth or adoption of a child or to care for a parent with a serious health condition. The Borough may opt to limit the use of the leave to one spouse at a time.

NEW JERSEY FAMILY LEAVE ACT

Under the NJFLA, any Borough employee who is eligible under the Act may receive up to twelve (12) weeks of unpaid leave in a twenty-four (24) month period, for any of the following reasons:

- a. Birth of your child, and to care for your newborn child (within twelve (12) months of birth);
- b. Placement of a child with you for adoption or foster care (within twelve (12) months of placement); or
- c. Care for a family member (i.e. - your spouse, child, parent or spouse's parent) with a serious health condition.

Employee Eligibility

To be eligible under the NJFLA, an employee must have, on the date the leave begins:

- a. Worked for the Borough for at least twelve (12) months; and
- b. Worked at least 1, 000 hours (including those hours actually worked, not including overtime) for the Borough during the twelve (12) months immediately preceding the leave.

Eligible employees may be entitled to up to twelve (12) weeks of unpaid leave during any twenty-four month period. The calculation of the twenty-four (24) month period shall commence with the commencement of the family leave. Should an eligible employee take less than twelve (12) weeks of family leave for any of the above reasons, such employee shall be entitled to take additional leave for any of the above reasons provided that the total leave taken does not exceed twelve (12) weeks in any consecutive twenty-four (24) month period, and the other qualifications and restrictions contained in the NJFLA are not abridged.

JOB BENEFITS AND RESTORATION

During an FMLA or NJFLA leave, health benefits shall continue to be provided by the employee for any leave which does not exceed twelve (12) weeks. For any leave which exceeds twelve (12) weeks, the employee must pay the Borough for the costs of the continuation of any health benefits. In addition, an employer's obligation to maintain health benefits stops if and when an employee informs the employer of an intent not to return to work at the end of the leave period, or if the employee fails to return to work when the leave entitlement is exhausted.

Sick and vacation leave shall not accrue during a period of unpaid family medical leave. Paid holidays shall not be provided to employees on unpaid family medical leave.

At the employee's option, certain kinds of paid leave (i.e. - sick time, vacations day, etc.) may be substituted for unpaid leave. An employee's FMLA leave shall run concurrently with any other applicable leave used by the employee.

You may not work for another employer or be self employed during your leave. Your leave may be canceled and disciplinary action taken, including immediate termination, prior to the expiration of the leave period, if you violate this policy. In addition, any employee who willfully misleads the employer related to the nature of or the need for an FMLA or NJFLA leave, or who falsifies documents related to the employee's request for an FMLA or NJFLA leave may be subject to disciplinary action, including immediate termination from his/her employment prior to the expiration of the leave period.

If an employee returns to work within the time period of the family medical leave, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority. The employee's restored status will be the same as it would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated, but for the leave, the employee would not have had any new right to be reinstated upon return from leave. Failure to return to work may result in termination of employment.

An employee's request for leave and the taking of leave will not negatively affect an employee's employment or standing with the Borough.

ADVANCE NOTICE AND MEDICAL CERTIFICATION

An employee must request the use of family medical leave by submitting a written statement of the specific reasons for the leave at least thirty (30) days prior to the anticipated date of delivery placement or adoption of a child. If a scheduled medical leave for the employee or a family member of the employee is the basis for the request, then the employee must, if practical, provide (30) days written notice. It is the responsibility of the employee who has planned medical treatment to make a reasonable effort to schedule treatment so as not to unduly disrupt

Borough operations. The notice must be presented to the Borough Administrator. In addition, employees may be required to certify as to his/her request for the leave.

The Borough may require an employee requesting leave to provide confirmation from a healthcare provider of the need for, and probable duration of the leave requested. The confirmation must be provided in an approved Borough format, available from the Borough Administrator, within fifteen (15) days of the date the confirmation is requested by the Borough. The Borough reserves the right to obtain, at its expense, an opinion from a second healthcare provider of the Borough's choosing. Should the recommendations of the Borough's healthcare provider differ from that of the employee's, the opinion of a third healthcare provider, chosen jointly by the employee and the Borough, will be obtained at the expense of the Borough, to review the request. In addition, a medical certification may be required by the Borough to support an employee's fitness to return to work from the leave.

The Borough may require an employee using family medical leave to periodically report his/her status and intention to return to work. The Borough may also require the employee to obtain additional written medical certification for the need to continue the leave.

All medical information related to an employee's leave requests and/or employee's leave shall be kept confidential to the maximum extent possible. All medical certifications will be kept in separate files in the Borough Administration's office.

INTERMITTENT LEAVE

An employee will normally be granted up to twelve (12) consecutive weeks of family medical leave. Intermittent use of up to twelve (12) weeks of family medical leave may be allowed by the Borough when the employee has established that it is medically necessary to use the leave intermittently. Under the FMLA and NJFLA, intermittent use of up to twelve (12) weeks of leave in the applicable period may be allowed for care of a spouse, child, or parent who has a serious health condition. The medical certification of the need for intermittent leave provided by the employee's health care provider must specify the expected duration of the intermittent leave. In granting the use of intermittent family medical leave, the Borough may require an employee to temporarily transfer to an available alternative position with the equivalent pay and benefits to better accommodate the employees modified work hours.

Salary Scale for Record Clerks hired prior to January 1, 2010

Senior Records Clerk		2013	2014	2015	2016
		2%	2%	2.25%	2.25%
Start		\$ 49,730.18	\$ 50,724.78	\$ 51,866.09	\$ 53,033.08
After 3 years	1.50%	\$ 50,476.13	\$ 51,485.66	\$ 52,644.08	\$ 53,828.57
After 5 years	2.50%	\$ 50,973.43	\$ 51,992.90	\$ 53,162.74	\$ 54,358.91
After 10 years	4.50%	\$ 51,968.04	\$ 53,007.40	\$ 54,200.07	\$ 55,419.57
After 15 years	5.50%	\$ 52,465.34	\$ 53,514.65	\$ 54,718.73	\$ 55,949.90
After 20 years	6.50%	\$ 52,962.64	\$ 54,021.89	\$ 55,237.39	\$ 56,480.23
After 25 years	7.50%	\$ 53,459.94	\$ 54,529.14	\$ 55,756.05	\$ 57,010.56

Records Clerk		2013	2014	2015	2016
		2%	2%	2.25%	2.25%
Top of scale after 4		\$ 42,680.68	\$ 43,534.29	\$ 44,513.82	\$ 45,515.38
After 3 years	1.50%	\$ 43,320.89	\$ 44,187.31	\$ 45,181.52	\$ 46,198.11
After 5 years	2.50%	\$ 43,747.70	\$ 44,622.65	\$ 45,626.66	\$ 46,653.26
After 10 years	4.50%	\$ 44,601.31	\$ 45,493.34	\$ 46,516.94	\$ 47,563.57
After 15 years	5.50%	\$ 45,028.12	\$ 45,928.68	\$ 46,962.08	\$ 48,018.72
After 20 years	6.50%	\$ 45,454.92	\$ 46,364.02	\$ 47,407.21	\$ 48,473.88
After 25 years	7.50%	\$ 45,881.73	\$ 46,799.37	\$ 47,852.35	\$ 48,929.03

Salary Scale for Record Clerks hired after January 1, 2010

Senior Records Clerk		2013	2014	2015	2016
		2%	2%	2.25%	2.25%
Start		\$ 49,730.18	\$ 50,724.78	\$ 51,866.09	\$ 53,033.08
After 10 years	4.50%	\$ 51,968.04	\$ 53,007.40	\$ 54,200.07	\$ 55,419.57
After 15 years	5.50%	\$ 52,465.34	\$ 53,514.65	\$ 54,718.73	\$ 55,949.90
After 20 years	6.50%	\$ 52,962.64	\$ 54,021.89	\$ 55,237.39	\$ 56,480.23
After 25 years	7.50%	\$ 53,459.94	\$ 54,529.14	\$ 55,756.05	\$ 57,010.56

		2013	2014	2015	2016
		2%	2%	2.25%	2.25%
Record Clerk	2.00%	Start	Start	Start	Start
Start		\$ 30,411.92	\$ 31,020.16	\$ 31,718.11	\$ 32,431.77
Year 1		\$ 34,045.40	\$ 34,726.31	\$ 35,507.65	\$ 36,306.57
Year 2		\$ 37,459.18	\$ 38,208.36	\$ 39,068.05	\$ 39,947.08
Year 3		\$ 40,875.13	\$ 41,692.63	\$ 42,630.72	\$ 43,589.91
Year 4		\$ 42,680.68	\$ 43,534.29	\$ 44,513.82	\$ 45,515.38
After 10 years	4.50%	\$ 44,601.31	\$ 45,493.34	\$ 46,516.94	\$ 47,563.57
After 15 years	5.50%	\$ 45,028.12	\$ 45,928.68	\$ 46,962.08	\$ 48,018.72
After 20 years	6.50%	\$ 45,454.92	\$ 46,364.02	\$ 47,407.21	\$ 48,473.88
After 25 years	7.50%	\$ 45,881.73	\$ 46,799.37	\$ 47,852.35	\$ 48,929.03