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3 **AGREEMENT**

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5 **BETWEEN**

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7 **BOROUGH OF GLEN RIDGE**

8
9 **AND**

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11 **CAPTAINS & LIEUTENANTS ASSOCIATION**
12 **POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 58A**

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17 **JANUARY 1, 2020 THROUGH DECEMBER 31, 2023**

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40 AGREEMENT

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42 This Agreement, dated the 10th day of August, 2021 , by and between the Borough of Glen Ridge, a
43 municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough", and the
44 Policemen's Benevolent Association Local No. 58A, Glen Ridge, New Jersey, hereinafter referred to
45 as the "PBA";

46
47 PREAMBLE

48 WHEREAS, the PBA – Captains & Lieutenants Unit (PBA) has been recognized by the governing
49 body of the Borough as the majority representative of the Police Lieutenants (“Local 58A
50 Members”) under and by virtue of "New Jersey Employer-Employee Relations Act", as amended, for
51 the purpose of collective negotiations, and

52
53 WHEREAS, the Borough and the PBA have engaged in collective negotiations concerning wages
54 and other terms and conditions of employment which negotiations have resulted in this Agreement,

55
56 NOW, THEREFORE, be it agreed by and between the parties hereto as follows:
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59 ARTICLE I
60 RECOGNITION
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62 1. The Borough hereby recognizes the aforementioned PBA as the exclusive majority
63 representative for all its Police Captains and Lieutenants but excluding all other managerial executives,
64 confidential employees and all other employees of the Borough.

65
66 2. Unless otherwise indicated, the term "Local 58A Member" when used in this Agreement refers
67 to all persons represented by the Captains and Lieutenants Association in the above defined bargaining
68 unit.

69
70 3. It is understood by both parties that the Captain's position is currently vacant and if during the
71 duration of this contract, this position is filled, the terms and conditions of the Captain's employment,
72 and only the Captain's employment are subject to negotiations.
73

74 ARTICLE II

75 SALARIES

76
77 The salary and schedules shall be as follows:
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Lieutenants	2020	2021	2022	2023
Fourth Grade	N/A	\$129,437	\$133,320	\$137,320
Third Grade	N/A	\$136,336	\$140,426	\$144,639
Second Grade	N/A	\$143,234	\$147,531	\$151,957
First Grade	\$145,760.45	\$150,133	\$154,637	\$159,276

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80 The grade increases to Lieutenants who are below First Grade are subject to favorable
81 recommendations by the Chief of Police upon completion of one full year in their current grade.
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ARTICLE III
LONGEVITY

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

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

97 ARTICLE IV

98 CLOTHING AND MAINTENANCE ALLOWANCE

99
100 The Lieutenant shall receive an annual clothing allowance in the amount of \$1,500.00 payable on
101 May 1st. \$100.00 will be added to cover the cost of a bullet proof vest, to be approved only if the
102 state grant runs out of funding for each year. In order to receive the clothing and maintenance
103 allowance, the Local 58A Member must be in good standing at the time meaning not suspended with
104 or without pay. Both the \$1,500.00 clothing and maintenance allowance and the additional \$100.00
105 when applicable shall be a stipend and not applied to the annual base salary.

106

107 ARTICLE V

108 EMERGENCY MEDICAL TECHNICIAN INCENTIVE PROGRAM

109
110 The Borough of Glen Ridge will offer members of Glen Ridge PBA 58A the following program to
111 encourage members of the department to obtain and retain EMT certification.

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

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

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

120

121 ARTICLE VI

122 COLLEGE INCENTIVE PROGRAM

123 A. The Borough agrees to continue the College Incentive Program which was in effect on January
124 1, 1980 under the following conditions:

125 1. There will be maintained a College Incentive Program to encourage members of the Police
126 Department to continue their formal education and acquire an Associate of Science Degree
127 or a Baccalaureate Degree or Masters Degree in Law Enforcement or other program of
128 study as approved by the Chief of Police ("Accredited Program" or "Accredited Degree").
129 All regular members of the Police Department will be eligible for participation in the
130 program, except for officers hired after January 1, 2010. The only pre-requisite is that the
131 Local 58A Member must be or have been matriculating towards an Accredited Degree. The
132 program will be based on the number of college credit hours earned by the Local 58A
133 Member which are applied or can be applied toward an Associate, Baccalaureate or Masters
134 Degree in an Accredited Program. The credit hours and monetary incentive shall be as
135 follows:

136 Phase I 17 through 33 credit hours, the Local 58A Member's base salary will increase
137 by \$225.00 annually.

138 Phase II 34 through 50 credit hours, the Local 58A Member's base salary will increase
139 by \$375.00 annually.

140 Phase III 51 or more credits, the Local 58A Member's base salary will increase by
141 \$675.00 annually.

142 Phase IV Attainment of an Associates Degree: the base salary of a Local 58A Member
143 will increase by \$925.00 annually. The increment shall remain part of the Local
144 58A Member's salary until separation from the Police Department.

145 Phase V Attainment of a Baccalaureate Degree, the Local 58A Member's base salary
146 will increase by \$1,225.00 annually and it shall remain a part of the Local 58A
147 Member's salary until separation from the Police Department.

148 Phase VI Attainment of a Masters Degree, the Local 58A Member's base salary will
149 increase by \$1,525.00 annually and it shall remain a part of the Local 58A
150 Member's salary until separation from the Police Department.

- 151 2. A Local 58A Member who has a number of credits but has not received a degree will
152 remain in the program for as long as the Local 58A Member is enrolled in a school of
153 higher education and taking courses applicable toward an Accredited Degree. If or when a
154 Local 58A Member who has accumulated a number of credits but not a degree fails to add
155 to that number of credits for a period of two years from the date of completion of the last
156 course, the Local 58A Member shall be dropped from the College Incentive Program and
157 his/her annual salary will revert to the base salary of the Local 58A Member's respective
158 rank. In the event a Local 58A Member has been dropped from the program as outlined,
159 he/she may be reinstated upon completion of three credited courses or nine credit hours,
160 and will re-enter the program at the phase in which the total number of credits warrant.
- 161 3. Members who wish to enter the program shall have their respective institute of higher
162 education send directly to the Chief of Police a certified copy of their transcript. This
163 transcript is to be received no later than the first day of August preceding the calendar year
164 of payment.
- 165 B. Any employee hired on January 1, 2010 or thereafter will not be eligible for the College
166 Incentive Plan.
- 167 C. Tuition Reimbursement Plan. For individuals hired on or after January 1, 2010, the Borough
168 will offer a college tuition reimbursement not to exceed \$900.00 per calendar year.
169 Reimbursement shall be made at the conclusion of the first course and will only be paid if the
170 individual receives a C or better in the course. Local 58A Members shall be paid the lesser of
171 \$900.00 or the cost of the course. There shall be no carry over from year to year for any unused
172 tuition reimbursement allowance.
- 173 D. A list of acceptable courses applicable toward this College Incentive Program or the Tuition
174 Reimbursement Program will be on file with the Chief of Police and Borough Clerk. Only
175 courses listed will apply in determining total credits. Courses will be added to this list as they
176 are approved by the Chief of Police.

177

178 ARTICLE VII

179 IN-SERVICE TRAINING

180

181 Local 58A Members shall receive a meal allowance up to \$10.00 for every day spent at in service
182 training sessions conducted outside of the Borough of Glen Ridge. A department vehicle shall be made
183 available for attendance at such training sessions, at the option of the Local 58A Member. If a Borough
184 vehicle is not available, then the Local 58A Member may use his/her personal vehicle. When the
185 Local 58A Member uses his/her own vehicle, the Local 58A Member shall be reimbursed at the
186 current IRS rate for travel beyond normal commuting distance.

187

188 ARTICLE VIII

189 INSURANCE

190
191 1. The Borough shall continue to provide hospitalization, medical and surgical benefits to
192 all Local 58A Members and their families through the State Health Benefits Plan. Effective January 1,
193 2011, any Local 58A Members electing the NJDIRECT10 Plan shall pay the difference in cost
194 between the NJDIRECT10 and the NJDIRECT15. Local 58A Members will remain responsible for
195 the co-payment associated with the Plan that they select.

196 2. The Borough shall also furnish false arrest insurance covering all Local 58A Members.

197 3. The Borough shall continue to provide dental benefits to all Local 58A Members and
198 their families through the Borough of Glen Ridge Group Dental Plan.

199 4. The Borough shall continue to provide prescription drug benefits to all Local 58A
200 Members and their families. The Borough will pay full premium costs of the plan. Prescription Drug
201 Benefits shall be provided through the State Health Benefits Plan and employees will be responsible
202 for co-payments required by the plan.

203 5. The Borough shall continue to provide vision care benefits to all Local 58A Members
204 and their families through Vision Service Plan (Modified Plan A) subject to an annual deductible of
205 \$25.00 for each family member.

206 6. Local 58A Members shall contribute toward the cost of their medical and prescription
207 coverage provided for in this Article in accordance with the rates established by the Tier IV grid in
208 P.L. 2011, Ch. 78.

209

210 ARTICLE IX

211 RETENTION OF BENEFITS

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

216

217 ARTICLE X

218 HOURS OF WORK AND OVERTIME

219
220 1. The Borough agrees that each Local 58A Member shall be paid at the rate of one and one-
221 half (1-1/2) times said Local 58A Member's regular hourly rate for each hour, or part thereof, of
222 working time in excess of forty (40) hours in any week. Working time shall be deemed to include
223 appearances in municipal court, county court, superior court, federal court, Division of Motor Vehicle
224 Hearings, Civil Hearings and Grand Jury proceedings arising out of or in the course of a Local 58A
225 Member's official duties.

226 2. Whenever a Local 58A Member is required to appear in any municipal court when off duty
227 in connection with any matter arising out of their employment as a police officer, said Local 58A
228 Member shall be paid at the rate of one and one-half (1-1/2) times his/her regular hourly rate for all
229 time spent, but in no event shall the Local 58A Member be paid less than two (2) hours. This two (2)
230 hour minimum pay provision shall not be utilized by the Borough as justification for requiring the
231 Local 58A Member to report for duty for the remainder of his/her 2-hour minimum in the event the
232 court appearance is less than two (2) hours.

233 3. Whenever a Local 58A Member is required to attend training sessions during his/her off duty
234 time, he/she shall be compensated at one and one-half (1-1/2) times his/her regular hourly rate for two
235 (2) hours or for all hours spent in such training, whichever is greater.

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

238 5. In the event that a member of the bargaining unit is offered three (3) hours or more of overtime
239 by a supervisor and reports for work to start the offered shift, but it is then deemed that the Local 58A
240 Member is not needed, said Local 58A Member will receive a minimum of three (3) hours overtime
241 pay.

242 6. Lieutenant(s) shall not be included in the scheduling of the Modified Pitman schedule and will
243 not be scheduled as a patrol unit on the road unless an emergent need has been declared by the Chief.
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ARTICLE XI
VACATIONS & HOLIDAYS

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Lieutenants

Section 1

Upon promotion and taking the oath of office as a Police Lieutenant and each year thereafter twenty (20) working days per year, or that which is outlined in the PBA CBA, Article XII, section 1, whichever is greater.

Section 2

No more than ten (10) vacation days may be carried into the following year.

Section 3

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

263 ARTICLE XII

264 BEREAVEMENT OR FUNERAL LEAVE

265

266 In the event of a death in the Local 58A Member's immediate family, the Local 58A Member shall be
267 granted bereavement leave with pay for three (3) consecutive work days for funeral services or
268 bereavement at a time determined by the employee. A bereavement day shall equal the shift hours
269 which the Local 58A Member is normally scheduled to work. Local 58A Member assigned to a 12
270 hour day schedule shall receive 12 hours for each bereavement day (3 work days = 36 hours) while
271 Local 58A Member normally scheduled for an eight hour day shall receive eight hours for each
272 bereavement day (3 work days = 24 hours).

273

274 Said bereavement leave shall be granted in the event of the death of a Local 58A Member's spouse,
275 civil union partner, child, brother, sister, step brother, step sister, foster child, step child, father,
276 mother, stepmother, stepfather, mother-in-law, or father-in-law, current sister in law or current brother
277 in law, grandparent or spouse's grandparent. If a Local 58A Member requires additional bereavement
278 leave for travel or other extraordinary circumstances pertaining to a member of the family, the Local
279 58A Member may apply to the Chief of Police who may grant up to twelve (12) additional work hours
280 of leave. The Chief of Police shall have the authority to grant bereavement leave of up to twelve (12)
281 or twenty-four (24) work hours for the death of a Local 58A Member's relative other than a member of
282 the family listed above. The excess of any such bereavement leave in excess of four (4) days for family
283 or in excess of twelve (12) or twenty-four (24) work hours for a relative other than an immediate
284 family member as described above shall be charged against the Local 58A Member's vacation time or
285 taken without pay.

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ARTICLE XIII
PERSONAL LEAVE

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1. Effective January 1 of each calendar year of this Agreement, each Lieutenant shall be entitled to two (2) personal leave days per calendar year with pay. The personal day shall equal the shift hours which the Lieutenant is normally scheduled. Lieutenants assigned to a 12 hour day schedule shall receive 12 hours for their personal day while Lieutenants normally scheduled for an eight hour day shall receive eight hours for their personal day.

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

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

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

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

308 ARTICLE XIV

309 TERMINAL LEAVE - SICK DAYS

310

311 The Borough agrees to provide a terminal leave program, at the completion of ten (10) years of service
312 with the Borough, whereby fifty (50%) percent of each Local 58A Member's accrued sick days
313 allowable may be applied towards the Local 58A Member's terminal leave prior to retirement, to a
314 maximum of one hundred (100) days. Sick leave can be accumulated to a limit of two hundred (200)
315 working days. All other provisions of Ordinance No. 1016 "Sick Leave" are incorporated by reference.
316 The entire allotment of fifteen (15) days shall be available for utilization as of January 1 of each year,
317 but shall be pro-rated if the Local 58A Member terminates his employment prior to the end of the
318 calendar year.

319

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

330

331 Donation of sick time to another police officer shall not count against the donating Local 58A Member
332 with regard to earning compensation days for not utilizing sick days as described above.

333

334 In the event that a Local 58A Member exhausts their sick leave, and all other time available due to a
335 serious injury or long term illness, upon approval by the Borough Administrator, employees in other
336 unions may donate their sick time to establish a "Sick Leave Bank" subject to the most current
337 conditions specified in the PBA and CWA contracts.

338

339 Upon resignation from the Borough and retirement from PFRS, accumulated sick days will be paid in
340 full, up to a maximum of \$15,000.00.
341

342 ARTICLE XV

343 MUTUAL AID AND LEGAL AID

344
345 Local 58A Members while rendering aid to another community are fully covered by workers
346 compensation and liability insurance and pensions by State Law. The Borough shall not require Local
347 58A Members covered by this Agreement to be assigned to other communities whose police officers
348 are engaged in a job action.

349
350 This will not preclude the use of Local 58A Members of the Borough to assist another community
351 when so requested. This provision is subject to and modified by the New Jersey Civil Defenses Act
352 and the rules and regulations promulgated thereunder. The Borough shall not be required to violate any
353 applicable statutes or court decisions.

354
355 The Borough shall supply the Captains and Lieutenants with necessary legal advice, counsel, and
356 defense regarding any and all civil complaints and causes of action, in accordance with N.J.S.A.
357 40A:14-155. In addition, the Borough will pay any civil judgment against Captains and Lieutenants
358 for compensatory damages only so long as the acts committed by the Captains and/or Lieutenants upon
359 which the action is based were within the scope of his employment and do not constitute actual fraud,
360 malice, willful misconduct or an intentional wrong. Indemnification for any claim for punitive
361 damages, including any claim in any pending civil complaint, will be reviewed by the Borough in
362 accordance with N.J.S.A. 59:10-4.

ARTICLE XVI
GRIEVANCE PROCEDURE

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

Step One

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

Step Two

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

Step Three

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

The President or his/her designee in his/her absence shall present to the Public Safety Committee or the Committees' designated representative as per Glen Ridge Borough Ordinance Number 1450. A meeting on the grievance shall be held within fifteen (15) calendar days thereafter between the PBA

395 and the Public Safety Committee or the Committee's designated representative, which meeting shall
396 not be public unless the parties so agree in writing. A decision shall be rendered within seven (7) days
397 of the date of the meeting.

398

399 Step Four

- 400 1. In the event the grievance has not been settled at Step Three, the matter may be referred to
401 binding arbitration only by the PBA. or the Borough as hereinafter provided.
- 402 2. In the event that the Borough or the PBA. desires to submit a grievance to binding arbitration,
403 the following procedure shall be followed:
- 404 a. The party demanding arbitration shall serve written notice of its intention to arbitrate on
405 the other party(ies) within ten (10) calendar days following receipt of the Public Safety
406 Committee's decision or the determination of the Committee's designated
407 representative. The failure to request arbitration within ten (10) calendar days of Step
408 Three shall be deemed an abandonment of the grievance and shall be a bar to
409 arbitration.
- 410 b. The party demanding binding arbitration shall request the New Jersey Public
411 Employment Relations Commission to appoint an arbitrator. The selection of the
412 arbitrator shall be conducted in accordance with the Rules and Regulations of the
413 Agency.
- 414 c. The decision of the arbitrator shall be in writing and include the reasons for such
415 decision.

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

417

- 418 A. A Failure to respond to any Step in this procedure by the Borough or its agent shall be deemed
419 to be a negative response and upon the termination of the applicable time limits the PBA may
420 proceed to the next step.
- 421 B. Time limits may be extended by the parties by mutual written agreement.
- 422 C. The Borough reserves the right to submit in writing complaints to the President of the PBA. A
423 conference among the representatives of the Borough and the PBA. (not to exceed three (3) of
424 each party) shall be held within ten (10) calendar days of filing of the submission to discuss the
425 complaint. In the event no adjustment has been satisfactorily made within ten (10) calendar

426 days after such meeting, the Borough may file within ten (10) calendar days for binding
427 arbitration in accordance with this Article.

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

429

430 ARTICLE XVII

431 SEPARABILITY AND SAVINGS

432

433 If any provision of this agreement, or any application of this agreement, is held to be invalid by
434 operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be
435 inoperative, but all other provisions shall not be affected thereby and shall continue in full force and
436 effect.

437

438 ARTICLE XVIII

439 DURATION

440
441 This agreement shall be effective as of January 1, 2020 and shall terminate on the later of
442 December 31, 2023 or the date on which a substitute agreement is executed. Collective
443 negotiations for the successor agreement shall be conducted in accordance with applicable statutes
444 and rules and regulations of the Public Employment Relations Commission.

445
446 IN WITNESS THEREOF, the parties have hereunto set their hands and seals this 10th day of
447 August 2021.

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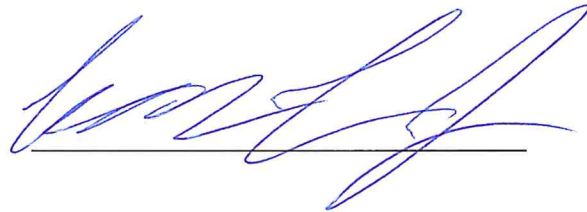
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451 ATTEST

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450 THE BOROUGH OF GLEN RIDGE

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457 ATTEST

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458 POLICEMEN'S BENEVOLENT
459 ASSOCIATION LOCAL 58A
GLEN RIDGE, NJ