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3	AGREEMENT
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5	BETWEEN
6	
7	BOROUGH OF GLEN RIDGE
8	
9	AND
10	
11	CAPTAINS & LIEUTENANTS ASSOCIATION
12	POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 58A
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14	
15	
16	
17	IANUARY 1 2024 THROUGH DECEMBER 31 2026

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40	<u>AGREEMENT</u>
41	
42	This Agreement, dated the day of May 29, 2024 , 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	<u>PREAMBLE</u>
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 Members")
50	under and by virtue of "New Jersey Employer-Employee Relations Act", as amended, for the purpose
51	of collective negotiations, and
52	
53	WHEREAS, the Borough and the PBA have engaged in collective negotiations concerning wages and
54	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:
57	

59 <u>ARTICLE I</u> **RECOGNITION** 60 61 1. The Borough hereby recognizes the aforementioned PBA as the exclusive majority representative 62 for all its Police Captains and Lieutenants but excluding all other managerial executives, confidential 63 employees and all other employees of the Borough. 64 65 Unless otherwise indicated, the term "Local 58A Member" when used in this Agreement refers 2. 66 67 to all persons represented by the Captains and Lieutenants Association in the above defined bargaining unit. 68 69 3. It is understood by both parties that the Captain's position is currently vacant and if during the 70 71 duration of this contract, this position is filled, the terms and conditions of the Captain's employment, and only the Captain's employment are subject to negotiations. 72

58

ARTICLE II

SALARIES

75 76

77 The salary and schedules shall be as follows:

Lieutenants	2024	2025	2026
Fourth Grade	\$141,440	\$145,683	\$150,053
Third Grade	\$148,978	\$153,448	\$158,051
Second Grade	\$156,516	\$161,211	\$166,048
First Grade	\$164,054	\$168,976	\$174,045

78

79

The grade increases to Lieutenants who are below First Grade are subject to favorable recommendations

by the Chief of Police upon completion of one full year in their current grade.

82 **ARTICLE III LONGEVITY** 83 84 The longevity plan shall be as follows: two (2%) percent of salary after five (5) full years of service; 85 four (4%) percent of salary after ten (10) full years of service; six (6%) percent of salary after fifteen 86 (15) full years of service; eight (8%) percent of salary after twenty (20) full years of service; and ten 87 (10%) percent of salary after twenty-four (24) full years of service effective July 1 of each year. 88 Longevity will be made part of an employee's annual salary and shall be calculated as of January 1st of 89 90 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 91 January 1st of the following year. 92 93 94 Employees hired on or after January 1, 2010 will not be eligible for longevity. 95

ARTICLE IV CLOTHING AND MAINTENANCE ALLOWANCE

The Lieutenant shall receive an annual clothing and maintenance allowance in accordance with the following schedule:

2024	2025	2026
\$1,600	\$1,700	\$1,800

The clothing and maintenance allowance shall applied to the annual base salary.

105		ARTICLE V
106		EMERGENCY MEDICAL TECHNICIAN INCENTIVE PROGRAM
107		
108	The Borough	of Glen Ridge will offer members of Glen Ridge PBA 58A the following program to
109	encourage me	embers of the department to obtain and retain EMT certification.
110	1.	Any member of the bargaining unit who is EMT certified shall receive as additional
111	compensatio	n of eight hundred dollar (\$800.00) per year, which shall be paid with and be part of the
112	annual salary	v. The compensation shall be prorated in the first year of eligibility based upon the month
113	in which the	certification is obtained.
114	2.	Any member receiving compensation under this program who fails to maintain his/her
115	EMT certific	ation will be disqualified from the program. Compensation shall cease upon expiration of
116	the EMT cert	ification.
117	3.	The Borough will be responsible for employee's recertification expenses.

119 ARTICLE VI COLLEGE INCENTIVE PROGRAM 120 The Borough agrees to continue the College Incentive Program which was in effect on January 121 A. 1, 1980 under the following conditions: 122 1. There will be maintained a College Incentive Program to encourage members of the Police 123 Department to continue their formal education and acquire an Associate of Science Degree 124 125 or a Baccalaureate Degree or Masters Degree in Law Enforcement or other program of study as approved by the Chief of Police ("Accredited Program" or "Accredited Degree"). All 126 regular members of the Police Department will be eligible for participation in the program, 127 except for officers hired after January 1, 2010. The only pre-requisite is that the Local 58A 128 Member must be or have been matriculating towards an Accredited Degree. The program 129 will be based on the number of college credit hours earned by the Local 58A Member which 130 are applied or can be applied toward an Associate, Baccalaureate or Masters Degree in an 131 Accredited Program. The credit hours and monetary incentive shall be as follows: 132 Phase I 17 through 33 credit hours, the Local 58A Member's base salary will increase by 133 \$225.00 annually. 134 Phase II 34 through 50 credit hours, the Local 58A Member's base salary will increase by 135 \$375.00 annually. 136 Phase III 51 or more credits, the Local 58A Member's base salary will increase by \$675.00 137 138 annually. Phase IV Attainment of an Associates Degree: the base salary of a Local 58A Member will 139 increase by \$925.00 annually. The increment shall remain part of the Local 58A 140 Member's salary until separation from the Police Department. 141 Phase V Attainment of a Baccalaureate Degree, the Local 58A Member's base salary will 142 increase by \$1,225.00 annually and it shall remain a part of the Local 58A 143 Member's salary until separation from the Police Department. 144 Phase VI Attainment of a Masters Degree, the Local 58A Member's base salary will 145 increase by \$1,525.00 annually and it shall remain a part of the Local 58A 146 Member's salary until separation from the Police Department. 147 2. A Local 58A Member who has a number of credits but has not received a degree will remain 148 in the program for as long as the Local 58A Member is enrolled in a school of higher 149

- education and taking courses applicable toward an Accredited Degree. If or when a Local 58A Member who has accumulated a number of credits but not a degree fails to add to that number of credits for a period of two years from the date of completion of the last course, the Local 58A Member shall be dropped from the College Incentive Program and his/her annual salary will revert to the base salary of the Local 58A Member's respective rank. In the event a Local 58A Member has been dropped from the program as outlined, he/she may be reinstated upon completion of three credited courses or nine credit hours, and will re-enter the program at the phase in which the total number of credits warrant.
- 3. Members who wish to enter the program shall have their respective institute of higher education send directly to the Chief of Police a certified copy of their transcript. This transcript is to be received no later than the first day of August preceding the calendar year of payment.
- B. Any employee hired on January 1, 2010 or thereafter will not be eligible for the College Incentive
 Plan.

- 164 C. Tuition Reimbursement Plan. For individuals hired on or after January 1, 2010, the Borough will
 165 offer a college tuition reimbursement not to exceed \$900.00 per calendar year. Reimbursement
 166 shall be made at the conclusion of the first course and will only be paid if the individual receives
 167 a C or better in the course. Local 58A Members shall be paid the lesser of \$900.00 or the cost of
 168 the course. There shall be no carry over from year to year for any unused tuition reimbursement
 169 allowance.
- D. A list of acceptable courses applicable toward this College Incentive Program or the Tuition Reimbursement Program will be on file with the Chief of Police and Borough Clerk. Only courses listed will apply in determining total credits. Courses will be added to this list as they are approved by the Chief of Police.

175

ARTICLE VII

176

IN-SERVICE TRAINING

177

178

A department vehicle shall be made available for attendance at such training sessions, at the option of
179 the Local 58A Member. If a Borough vehicle is not available, then the Local 58A Member may use
180 his/her personal vehicle. When the Local 58A Member uses his/her own vehicle, the Local 58A Member
181 shall be reimbursed at the current IRS rate for travel beyond normal commuting distance.
182

183 <u>ARTICLE VIII</u> 184 <u>INSURANCE</u>

- 1. The Borough shall continue to provide hospitalization, medical and surgical benefits to all Local 58A Members and their families through the State Health Benefits Plan. Effective January 1, 2011, any Local 58A Members electing the NJDIRECT10 Plan shall pay the difference in cost between the NJDIRECT10 and the NJDIRECT15. Local 58A Members will remain responsible for the copayment associated with the Plan that they select.
 - 2. The Borough shall also furnish false arrest insurance covering all Local 58A Members.
- 3. The Borough shall continue to provide dental benefits to all Local 58A Members and their families through the Borough of Glen Ridge Group Dental Plan.
- 4. The Borough shall continue to provide prescription drug benefits to all Local 58A Members and their families. The Borough will pay full premium costs of the plan. Prescription Drug Benefits shall be provided through the State Health Benefits Plan and employees will be responsible for co-payments required by the plan.
- 5. The Borough shall continue to provide vision care benefits to all Local 58A Members and their families through Vision Service Plan (Modified Plan A) subject to an annual deductible of \$25.00 for each family member.
- 6. Local 58A Members shall contribute toward the cost of their medical and prescription coverage provided for in this Article in accordance with the rates established by the Tier IV grid in P.L. 2011, Ch. 78.

205	ARTICLE IX
206	RETENTION OF BENEFITS
207	
208	It is understood and agreed by and between the parties that all benefits which were provided for
209	employees prior to the effective date of this Agreement, including but not limited to life insurance
210	coverage, shall be continued, except as modified by this Agreement.
711	

ARTICLE X

HOURS OF WORK AND OVERTIME

- 1. The Borough agrees that each Local 58A Member shall be paid at the rate of one and one-half (1-1/2) times said Local 58A Member's regular hourly rate for each hour, or part thereof, of working time in excess of forty (40) hours in any week. Working time shall be deemed to include appearances in municipal court, county court, superior court, federal court, Division of Motor Vehicle Hearings, Civil Hearings and Grand Jury proceedings arising out of or in the course of a Local 58A Member's official duties.
- 2. Whenever a Local 58A Member is required to appear in any municipal court when off duty in connection with any matter arising out of their employment as a police officer, said Local 58A Member shall be paid at the rate of one and one-half (1-1/2) times his/her regular hourly rate for all time spent, but in no event shall the Local 58A Member be paid less than two (2) hours. This two (2) hour minimum pay provision shall not be utilized by the Borough as justification for requiring the Local 58A Member to report for duty for the remainder of his/her 2-hour minimum in the event the court appearance is less than two (2) hours.
- 3. Whenever a Local 58A Member is required to attend training sessions during his/her off duty time, he/she shall be compensated at one and one-half (1-1/2) times his/her regular hourly rate for two (2) hours or for all hours spent in such training, whichever is greater.
- 4. Compensatory time may be accrued and accumulated to a total of one hundred eighty (180) hours and may be carried forward from year to year.
- 5. In the event that a member of the bargaining unit is offered three (3) hours or more of overtime by a supervisor and reports for work to start the offered shift, but it is then deemed that the Local 58A Member is not needed, said Local 58A Member will receive a minimum of three (3) hours overtime pay.
- 6. Lieutenant(s) shall not be included in the scheduling of the Modified Pitman schedule and will not be scheduled as a patrol unit on the road unless an emergent need has been declared by the Chief.

239 ARTICLE XI **VACATIONS & HOLIDAYS** 240 241 242 Lieutenants 243 Section 1 Upon promotion and taking the oath of office as a Police Lieutenant and each year thereafter twenty (20) 244 245 working days per year, or that which is outlined in the PBA CBA, Article XII, section 1, whichever is 246 greater. 247 Section 2 248 No more than ten (10) vacation days may be carried into the following year. 249 250 251 Section 3 In lieu of time off, each Lieutenant may, at their option, elect to be paid in cash for not more than three 252 (3) holidays per year (maximum of twenty-four (24) hours) per year or bank any part up to thirty-six 253 (36) hours in Compensation Time. Notice of such election shall be given on or before November 1 and 254 255 payment shall be made with the first salary payment in December of each year. 256

257	ARTICLE XII
258	BEREAVEMENT OR FUNERAL LEAVE
259	
260	Full-time employees shall be granted up to three (3) working days of bereavement leave with pay for a
261	death in their immediate family or in the immediate family of the employee's spouse. "Immediate
262	family" means spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian,
263	grandfather, grandmother, brother, sister, father-in-law, mother-in-law, aunt, uncle, son-in-law,
264	daughter-in-law, or any relative residing in the employee's household.
265	Employees shall be granted one (1) working day of bereavement leave with pay upon the death of an
266	employee's spouse's aunt, uncle or grandparent.
267	
268	In no event shall any part of bereavement leave occur more than fifteen (15) days from the date of death.
269	The Borough of Glen Ridge may require that the employee produce reasonable proof of death and
270	relationship. Bereavement leave shall not be charged to sick or vacation leave and such leave is not
271	cumulative.
272	
273	<u>Procedure</u> . To use bereavement leave:
274	1. Employees who request bereavement leave must notify their Department Head of their intent
275	to take such leave as soon as possible. Unless impracticable, employees should request bereavement
276	leave in writing.
277	2. The Department Head or his or her designee shall notify the designated human resources
278	official that an employee is using bereavement leave.
279	3. Employees who request an extension of bereavement leave beyond the established number of
280	days shall have such extensions charged to accumulated unused vacation or sick leave. If an employee
281	has used all of his or her accrued leave time, extended bereavement leave will be considered as a request
282	for a leave of absence without pay.
283	
284	obs
285	Page 16 removed and repalced 11/2/2024
286	Page

ARTICLE XIII PERSONAL LEAVE

- 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.

ARTICLE XIV 310 SICK DAYS 311 312 313 Employees with one (1) or more years of employment shall be entitled to fifteen (15) paid sick leave days at the beginning of each year. The entire allotment of fifteen (15) days shall be available for 314 utilization as of January 1 of each year, but shall be pro-rated if the Local 58A Member terminates his 315 employment prior to the end of the calendar year. 316 317 318 If a member does not utilize any sick leave during the period from January 1 through April 30 of any calendar year, he/she shall be granted one (1) compensatory day to be taken between May 1 and August 319 31 of that year. If a member does not utilize any sick leave during the period from May 1 to August 31 320 of any calendar year, he/she shall be granted one (1) compensatory day to be taken between September 321 322 1 and December 31 of that year. If a member does not utilize any sick leave during the period from September 1 through December 31 of any calendar year, he/she shall be granted one (1) compensatory 323 324 day to be taken between January 1 and April 30 of the immediately following calendar year. If a member does not utilize any sick leave during the entire calendar year, he/she shall be granted one (1) additional 325 compensatory day to be taken during the immediately following calendar year. 326 Donation of sick time to another police officer shall not count against the donating Local 58A Member 327 328 with regard to earning compensation days for not utilizing sick days as described above. 329 In the event that a Local 58A Member exhausts their sick leave, and all other time available due to a 330 serious injury or long term illness, upon approval by the Borough Administrator, employees in other 331 unions may donate their sick time to establish a "Sick Leave Bank" subject to the most current conditions 332 specified in the PBA and CWA contracts. 333 334 Employees hired prior to May 21, 2010 will be paid for accumulated unused sick time at retirement only, 335 on the basis of 1 sick day for every 2 days accumulated up to a maximum of payment for 100 accrued 336 sick days. Employees hired on or after May 21, 2010 will be paid for accumulated unused sick time at 337 retirement only, under the same formula, but such amount shall not exceed \$15,000 consistent with P.L. 338 2010, c.3. 339

ARTICLE XV 341 MUTUAL AID AND LEGAL AID 342 343 Local 58A Members while rendering aid to another community are fully covered by workers 344 compensation and liability insurance and pensions by State Law. The Borough shall not require Local 345 58A Members covered by this Agreement to be assigned to other communities whose police officers are 346 engaged in a job action. 347 348 This will not preclude the use of Local 58A Members of the Borough to assist another community when 349 so requested. This provision is subject to and modified by the New Jersey Civil Defenses Act and the 350 rules and regulations promulgated thereunder. The Borough shall not be required to violate any 351 applicable statutes or court decisions. 352 353 The Borough shall supply the Captains and Lieutenants with necessary legal advice, counsel, and 354 defense regarding any and all civil complaints and causes of action, in accordance with N.J.S.A. 40A:14-355 155. In addition, the Borough will pay any civil judgment against Captains and Lieutenants for 356 357 compensatory damages only so long as the acts committed by the Captains and/or Lieutenants upon which the action is based were within the scope of his employment and do not constitute actual fraud, 358 malice, willful misconduct or an intentional wrong. Indemnification for any claim for punitive damages, 359 including any claim in any pending civil complaint, will be reviewed by the Borough in accordance with 360 N.J.S.A. 59:10-4. 361

363 ARTICLE XVI **GRIEVANCE PROCEDURE** 364 365 To provide for the expeditious and mutually satisfactory settlement of grievances, it is understood by the 366 367 parties that this procedure shall be used for the resolution of grievances of members of the PBA. The procedure shall be as follows: 368 369 Step One 370 The aggrieved party(ies) shall first discuss it orally with the Chief or his/her designee either directly or 371 through the PBA's designated representative for the purpose of resolving the matter informally. If a 372 grievance is not presented within fifteen (15) calendar days after the event(s) which gave rise to the 373 374 grievance, it shall be deemed abandoned. 375 Step Two 376 377 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, 378 the aggrieved party(ies) may, within five (5) days thereafter, file a written grievance with the Chief of 379 Police or his/her designee. A meeting on the written grievance shall be held within five (5) calendar 380 days of the filing of the written grievance among the Chief of Police, the aggrieved party(ies) and the 381 PBA's designated representative. A final decision thereon shall be rendered in writing within seven (7) 382 calendar days after the holding of such meeting. Said meeting shall not be public unless all parties agree. 383 384 Step Three 385 If the aggrieved party(ies) is/are not satisfied with the disposition of the grievance at Step Two, or if no 386 387 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 388 389 The President or his/her designee in his/her absence shall present to the Public Safety Committee or the 390 391 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 and the 392 393 Public Safety Committee or the Committee's designated representative, which meeting shall not be public unless the parties so agree in writing. A decision shall be rendered within seven (7) days of the date of the meeting.

Step Four

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

- A. A Failure to respond to any Step in this procedure by the Borough or its agent shall be deemed to be a negative response and upon the termination of the applicable time limits the PBA may proceed to the next step.
- B. Time limits may be extended by the parties by mutual written agreement.
- C. The Borough reserves the right to submit in writing complaints to the President of the PBA. A conference among the representatives of the Borough and the PBA. (not to exceed three (3) of each party) shall be held within ten (10) calendar days of filing of the submission to discuss the complaint. In the event no adjustment has been satisfactorily made within ten (10) calendar days after such meeting, the Borough may file within ten (10) calendar days for binding arbitration in accordance with this Article.
- D. The cost of the Arbitrator shall be shared equally by the PBA and the Borough.

425	ARTICLE XVII
426	FIREARM RETENTION - RETIREMENT
427	
428	Upon a retirement in good standing, the Borough shall offer to sell the members their service weapon
429	for \$1.00.
430	

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431	ARTICLE XVIII
432	SEPARABILITY AND SAVINGS
433	
434	If any provision of this agreement, or any application of this agreement, is held to be invalid by operation
435	of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but
436	all other provisions shall not be affected thereby and shall continue in full force and effect.
137	

438	ARTICLE XVIV
439	<u>DURATION</u>
440	
441	This agreement shall be effective as of January 1, 2024 and shall terminate on the later of December
442	31, 2026 or the date on which a substitute agreement is executed. Collective negotiations for the
443	successor agreement shall be conducted in accordance with applicable statutes and rules and
444	regulations of the Public Employment Relations Commission.
445	
446	IN WITNESS THEREOF, the parties have hereunto set their hands and seals this day of May
447	2024.
448	
449	
450	
451	ATTEST THE BOROUGH OF GLEN RIDGE
452	
453	
454	
455	
456	
457	ATTEST POLICEMEN'S BENEVOLENT
458	ASSOCIATION LOCAL 58A
459	GLEN RIDGE, NJ

ARTICLE XVIV DURATION

This agreement shall be effective as of January 1, 2024 and shall terminate on the later of December 31, 2026 or the date on which a substitute agreement is executed. Collective negotiations for the successor agreement shall be conducted in accordance with applicable statutes and rules and regulations of the Public Employment Relations Commission.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals this day of October .

2023: May 29,2024 (2)

ATTEST

THE BOROUGH OF GLEN RIDGE

ATTEST

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