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1975-1976

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THIS AGREEMENT entered into this 1st day of April, 1975, by and between THE CITY OF BRIDGETON, in the County of Cumberland, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Employer" or the "City", and CUMBERLAND COUNTY POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL #94, hereinafter referred to as "Association".

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Bridgeton in its capacity as an Employer, the employees, the Association and the people of the City of Bridgeton.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

1. RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-5.1 et seq.), the Employer does hereby recognize the Association as the sole and exclusive representative of the employees of the Division of Police, in the Department of Fire and Police, excepting that this representation shall not extend to any management executive nor any supervisor having the power to hire, discharge, discipline or to effectively recommend the same, nor any person who is employed in a clerical or similar position in the aforesaid Division or any person employed on an hourly or part time basis. The representation shall extend to grievances and terms and conditions of employment. The City shall compile a list of individuals together with their job title excluded from the bargaining unit in the Division. The parties further stipulate and agree that upon the expiration of this contract, individuals with the rank of Sergeant and/or above shall no longer be considered members of the same bargaining unit as patrolmen and

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that separate contracts will be negotiated with Sergeants and patrolmen in the Division of Police, Department of Fire and Police of the City of Bridgeton, thereafter, provided that the necessary steps are taken by the appropriate employees to have a majority representative selected for the appropriate bargaining unit. In the event that the necessary steps are not taken to designate the majority representative for the respective bargaining units, City shall be required to negotiate with patrolmen only upon the expiration of this contract.

2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is recognized that the management of the Division of Police in the Department of Fire and Police, the control of properties and the maintenance of order and efficiency, is solely a responsibility of the City. Accordingly, the City retains the rights, including but not limited to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

3. UNION SECURITY AND DUES CHECK OFF

The Employer agrees to deduct from the wages of any employee who is a member of the Association, all Association dues and initiation fees, if any, as provided in a written authorization form used by the Employer herein, provided that the said form shall be executed by the employee. The written authorization for Association dues deduction shall remain in full force and effect during the period of this Contract; but may be withdrawn at any time by the filing of Notice of such withdrawal with the Director of Accounts and

Controls of Employer or other proper disbursing officer. The filing of this Notice of Withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date of which Notice of Withdrawal is filed.

The Employer agrees to provide this service without charge to the Association.

Neither membership in the Association nor non-membership shall be a condition of employment or continued employment.

The Association agrees that there shall be no discrimination, intimidation, restraint and coercion by it or its officers, agents or members against any employee who refuses or fails to execute an authorization card.

The Association shall indemnify and save the City harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

4. VACATIONS

A. Vacation Period:

(1) Vacations will, insofar as possible, be granted at time most desired by employees according to their seniority. No more than one (1) employee may be on vacation at the same time unless the department head is satisfied that he has sufficient personnel to operate efficiently. Employee shall give notice of vacation period at least two (2) weeks prior to commencement of same. A shorter notice period may be granted by the department head. An employee shall take the entire vacation period allotted to him consecutively and there shall be no division of vacation periods allotted without prior approval of the department head.

(2) Eligibility: Employees shall receive the following paid vacations based upon their period of employment:

A. 90 days to 1 year - one (1) day for each month of employment retroactive to the date of hire.

- B. 1 year to 5 years - 12 days
- C. 5 years to 10 years - 15 days
- D. 10 years to 15 years - 20 days
- E. 15 years to 20 years - 25 days
- F. 20 years or more - 30 days

(3) When an official holiday occurs during a scheduled vacation, the employee shall be entitled to an additional vacation day. He shall also receive holiday pay for such official holiday.

To qualify for a full vacation in any given year, an employee must have been continuously employed for his employment year. Employees who are employed less than a full year shall receive a prorated vacation.

5. HOLIDAYS

Employees will receive holiday pay for the following twelve (12) holidays:

- (1) Christmas Day
- (2) Columbus Day
- (3) Election Day
- (4) Good Friday
- (5) Independence Day
- (6) Labor Day
- (7) Lincoln's Birthday
- (8) Memorial Day
- (9) New Year's Day
- (10) Thanksgiving Day
- (11) Veteran's Day
- (12) Washington's Birthday

6. LIFE INSURANCE

The present life insurance plan will be continued during the term of this Agreement.

7. FUNERAL LEAVE

A. If a death occurs among members of the employee's immediate family or household, the employee will be

granted three (3) days leave, which shall not be charged to sick leave.

B. The "immediate family" is defined as wife, husband, son, daughter, father, mother, brother or sister.

C. If death occurs among other relatives of the employee, the employee shall be granted one (1) day leave, to be charged to sick leave.

D. "Other relatives" are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law and father-in-law.

8. VETERANS

Nothing in this Agreement shall abridge the rights and preferences of veterans and members of the Armed Forces Reserves, as provided by Federal, State and Local laws.

9. HOSPITALIZATION - MEDICAL COVERAGE

The Employer agrees to pay the full premium for hospitalization coverage known as "Blue Cross", the medical coverage known as "Blue Shield" and the "Rider J" addendum for the employee, his or her spouse and/or dependent children, up to the limits provided by the City through insurance policies maintained by the City.

10. ABSENCE WITHOUT LEAVE

An absence of an employee from duty, including an absence for single day or part of a day, that is not authorized by a specified grant of leave of absence shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject for disciplinary action. In the absence of such disciplinary action, any employee who absents himself for three (3) consecutive days without leave shall be deemed to have terminated his employment. Such action may be reconciled by a subsequent grant of leave at the option of the Department Head.

11. INTERFERENCE WITH WORK

The Association agrees to refrain from engaging in any strike, work stoppage, slowdown or interference of any kind with the operations of the City during the term of this Agreement.

12. WORK ASSIGNMENTS

- (A) Employees shall perform any reasonable work assignments made by supervisors, irrespective of their job title, so long as they suffer no reduction in their rate of pay.
- (B) A Sergeant assigned as Acting Chief of Police by the Director of Fire and Police shall be paid commensurate with that particular assignment for the entire time he is assigned Acting Chief of Police, provided that he shall be so assigned as Acting Chief of Police for a period in excess of two days.
- (C) A patrolman assigned as Acting Sergeant by the Director of Fire and Police shall be paid commensurate with that particular assignment for the entire time he is assigned Acting Sergeant, provided that he shall be so assigned as Acting Sergeant for a period in excess of two days.

13. WAGES

City agrees to pay employees the following amounts for the calendar year 1975:

<u>POLICE OFFICERS:</u>	
First Year	\$ 10,018.00
After completion of school	\$ 10,268.00
Second Year	\$ 11,249.00
Third Year	\$ 11,482.00
Fourth Year	\$ 11,716.00
Fifth Year	\$ 12,170.00
<u>POLICE SERGEANTS:</u>	\$ 13,380.00
<u>POLICE OFFICER, ASSIGNED</u>	
<u>DETECTIVE:</u>	\$ 13,053.00
<u>SENIOR POLICE RECORDS CLERK:</u>	\$ 12,170.00
<u>POLICE RADIO DISPATCHERS:</u>	
First Year	\$ 10,018.00
Second Year	\$ 11,249.00

Third Year	\$ 11,482.00
Fourth Year	\$ 11,716.00
Fifth Year	\$ 12,170.00

City agrees to pay the following annual amounts for the calendar year 1976:

POLICE OFFICERS:

First Year	\$ 11,018.00
After completion of school	\$ 11,268.00
Second Year	\$ 12,249.00
Third Year	\$ 12,482.00
Fourth Year	\$ 12,716.00
Fifth Year	\$ 13,170.00

POLICE SERGEANTS: \$ 14,680.00

POLICE OFFICER,
ASSIGNED DETECTIVE: \$ 14,053.00

SENIOR POLICE RECORDS
CLERK: \$ 13,170.00

POLICE RADIO DISPATCHERS:

First Year	\$ 11,018.00
Second Year	\$ 12,249.00
Third Year	\$ 12,482.00
Fourth Year	\$ 12,716.00
Fifth Year	\$ 13,170.00

14. OVERTIME

(A) Employees shall receive compensation for overtime services in accordance with the provisions of the Fair Labor Standards Act and regulations of the United States Department of Labor issued pursuant thereto or any applicable Statute of the State of New Jersey, whichever shall prevail.

(B) Overtime shall be classified and assigned on the following basis:

- (1) Scheduled overtime shall be overtime which is approved by the Director or his designee, for that particular work at least three (3) days in advance of the time when the overtime is to be worked. For this overtime a complete roster of each rank (patrolman or sergeant) shall be kept in order of seniority. Overtime will be assigned on a rotating basis and each time overtime is assigned to an individual, the next assignment will be first offered to the next man on the roster, provided that if any man is scheduled to work his regular tour of duty at the time the overtime is scheduled or any man refuses to work scheduled overtime, the assignment shall be given to the next man on the list not scheduled for a regular tour of duty and assignment will be made thereafter beginning with the last man to have been assigned scheduled overtime.
- (2) Call back overtime shall be overtime approved for Patrolman by the Director of Fire and Police, or his designee to assist a regular shift. The Director or his designee shall have the option to determine the shift that is not working from which he will call in patrolmen to increase the strength of the working shift; provided, that the patrolmen on the shift to be called in shall be called on a rotating basis from a roster of each shift maintained on the basis of seniority.
- (3) Emergency overtime shall be overtime approved by the Director of Fire and Police, or his designee because an emergency has arisen. In

this event the parties hereto agree that the
Director of Fire and Police, or his designee
may call in any available police officer.

15. PERSONNEL REGULATIONS

It is understood and agreed that the personnel regulations and the Police Manual adopted by the City of Bridgeton shall apply in all cases and for all matters not covered by this Agreement.

16. CIVIL SERVICE

The Contract is intended to comply with all statutes, rules and regulations of the New Jersey Civil Service Commission and in the event there is a conflict, the Rules of the New Jersey Civil Service Commission shall apply.

17. NEW JERSEY STATUTES RELATING TO POLICE

This Agreement is intended to comply with all New Jersey Statutes relating to police and police departments and in the event there is conflict, the New Jersey Statutes shall apply.

18. OTHER EMPLOYMENT

No member of the Association shall engage in any other form of employment, without having obtained prior approval of the Director of Fire and Police of the City of Bridgeton, who shall give such permission only upon ascertaining that said employment will not in any way interfere with said member's employment with the Police Department of the City of Bridgeton and upon being assured that said employment will not bring discredit on said Police Department.

19. BREACH OF CONTRACT EFFECT

The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent in the further enforcement of the terms and conditions herein.

20. SAVINGS CLAUSE

It is understood and agreed that if any part of this Agreement is in conflict with the law, that such part shall be suspended and the appropriate mandatory provision shall prevail, and the remainder of this Agreement shall not be affected thereby.

21. RATIFICATION BY ASSOCIATION AND EMPLOYEES

The Association hereby represents that this Agreement was ratified solely by employees of the City of Bridgeton Division of Police employed pursuant to the terms of this Agreement and that no members of the Association who are not covered by this Agreement took part in the ratification proceedings. The Association further agrees that upon the adoption of any new Agreements which shall be substituted for this Agreement, or any part thereof, said Agreement will be ratified only by persons who are employed pursuant to the terms of this Agreement or the new Agreement.

22. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete Agreement between the parties, and embodies all terms and conditions governing the employment of employees represented by the Association. The parties acknowledge they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining provided, however, that upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the terms of this Agreement. Any prior commitment or agreement between the City and the Association or any individual employee covered by this Agreement is hereby superseded.

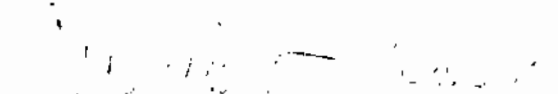
This Agreement shall be in effect until December 31, 1976, and thereafter until modified.

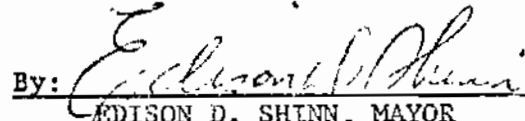
Ninety (90) days prior to the expiration date of this Agreement, the parties shall meet to discuss and negotiate regarding the terms and conditions of a new Agreement or the extension of this Agreement, provided that should the Public Employees Relations Commission fix another time to commence negotiations, the rules of the Public Employees Relations Commission shall apply.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed on the day and year first above mentioned.

ATTEST:

CITY OF BRIDGETON

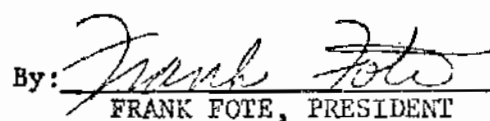

MATTHEW AARON, CITY CLERK

By: 
EDISON D. SHINN, MAYOR

ATTEST:

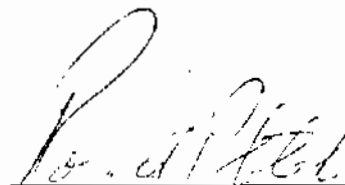
CUMBERLAND COUNTY POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL #94


SECRETARY

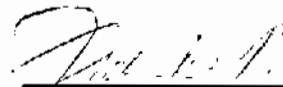
By: 
FRANK FOTE, PRESIDENT

STATEMENT OF UNDERSTANDING BETWEEN THE CITY OF BRIDGETON AND
PBA LOCAL #94 CONCERNING THE 1975-1976 CONTRACT.

I, Ronald P. Sotak, Business Administrator for the City of Bridgeton and I, Frank Fote, President of Cumberland County Policemen's Benevolent Association Local #94 do hereby mutually agree that Subparagraph 3 of Section 4 of the present contract should be omitted as it was inserted as a result of a typographical error and it has not been the procedure of the City and the PBA Local 94 mutually agree to. It is further understood that the Statement of Understanding will be in effect during the duration of this agreement as well as any extensions that may be mutually agreed upon by both parties.

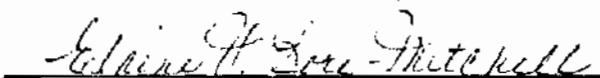


Ronald P. Sotak
Business Administrator
City of Bridgeton



Frank Fote
President
PBA Local #94

Signed & Subscribed before me this 20th
day of May, 1975.



NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 9, 1975

AGREEMENT

BETWEEN:

THE CITY OF BRIDGETON

AND:

CUMBERLAND COUNTY POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL #94

Dated:

April 1, 1975

ALLAN H. HARBERT
Counselor-At-Law
85 West Broad Street
Bridgeton, N.J. 08302