

**AGREEMENT**  
**BETWEEN THE**  
**CITY OF BRIDGETON**  
**AND THE**  
**BRIDGETON POLICE, PBA LOCAL #94**

July 1, 2006 through June 30, 2011

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CONTRACT

PREAMBLE

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, 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" of the "City") and BRIDGETON POLICE, PBA LOCAL #94, (hereinafter referred to as the "Association") represents the complete and final understanding on all bargainable issues between the City and the Association.

PURPOSE AND INTENT

A. 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.

B. The parties recognize that the interest of the community and 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

A. Pursuant to and in accordance with all applicable provisions of Chapter 303 of the Laws of 1968 (N.J.S.A. 34:A5.1 et seq.), the Employer doe hereby recognize the Association as the sole and exclusive representative of all sworn police officers below the rank of Sergeant employed by the City of Bridgeton.

B. It is specifically understood and agreed by the parties hereto that any employees hired to fill or replace the individuals in their positions shall not be a member of the Association for

purposes of bargaining pursuant to the provisions of N.J.S.A. 34:13A5.1 et seq. Police officers who choose not to join PBA #94 are still covered by terms of this contract.

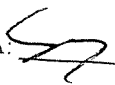
## 2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. 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 selection, procurement, designing, engineering and the control of equipment and materials; purchase service of others, contract or otherwise, except as they may be otherwise specifically limited in the Agreement and to make reasonable and binding rules which shall not be inconsistent with the Agreement.

## 3. UNION SECURITY AND DUES CHECK OFF

A. 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 employee shall execute the said form. The written authorization for the Association dues deduction shall remain in full force and effect during the period of this Agreement, 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.

Draft Date: September 17, 2007

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- B. The Employer agrees to provide this service without charge to the Association.
- C. Neither membership in the Association or non-membership shall be a condition of employment or continued employment.
- D. The Association agrees that there shall be no discrimination, intimidation, restraint or coercion by it or its officers, agents, or members against any employee who refuses or fails to execute an authorization card.
- E. The Association shall indemnify and save the City harmless against all claims, demands, suits, or other forms of liability, which may arise because of any action taken in making deductions and remitting the same to the Association pursuant to this Article.

#### 4. VACATIONS

A. Vacation Period:

Vacation will, insofar as possible, be granted at any time most desired by employees according to their seniority. No more than one employee per unit 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 requests by March 1. Requests for vacation after March 1 may be granted by the department head, at his discretion. An employee, with prior approval of the department head, may split his vacation period in the following manner:

- a) Two times if he has 120 paid vacation hours;
- b) Four times if he has 160 paid vacation hours;
- c) Five times if he has 200 or more paid vacation hours; or
- d) In any manner approved by the department head

B. Eligibility

Employees shall receive the following paid vacations based upon their period of employment.

- a) 90 days to a 1-year – 8 hours for each month of employment, retroactive to the date

of hire

b) 1 year to 5 years – for those employees working 5-day, 8 hour per day 40 hour work weeks, or those officers on a 12-hour shift patrol schedule – 96 hours; those employees working 4-day, 10 hour per day 40 hour work weeks – 100 hours

- c) 5 years to 10 years – 120 hours
- d) 10 years to 15 years – 160 hours
- e) 15 years to 20 years – 200 hours
- f) 20 years or more – 240 hours

C. Qualification for Vacation

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. No more than one employee can be off at any time per unit, unless department head is satisfied he has sufficient personnel to operate efficiently. All officers will have the opportunity to take all of their vacation and personal time in any given year.

D. Sale of Vacation Time:

The City and the Association agree that when it is mutually acceptable to both the employer and the employee, the employee may sell back to the City, 40 hours of vacation at his rate of pay. Said option is a mutual one and neither party may require the utilization of the option by the other.

**5. HOLIDAYS**

A. If City Hall is closed for any reason beyond the control of the City, there will be compensation to those officers working in accordance with compensation provided to other working city employees. This compensation will be in the form of compensatory time equal to the time the officer is scheduled to work.

## 6. PERSONAL DAYS

A. Irrespective of whether or not an employee works a 4-day, 10-hour per day work week or a 5-day, 8-hour per day work week, or a 12-hour shift patrol schedule, employees will be granted three (3) personal days which will, insofar as possible, be granted at the time most desired by an employee. No more than one employee per unit may take a personal day at the same time unless the department head is satisfied that he has sufficient personnel to operate efficiently. Employee will give notice of taking a personal day and it shall be taken only with approval of the department head.

## 7. LIFE INSURANCE

A. The present life insurance policy plan of \$4,000.00 shall be maintained.

## 8. FUNERAL LEAVE

Employees within the Bargaining Unit shall be entitled to a bereavement leave of absence with pay due to a death of a member of said employee's immediate family or household as follows:

For Employees subject to the 10-hour or 8-hour work schedule:

### Forty Hours Leave

Spouse  
Parent  
Child  
Sibling  
Grandchild  
Grand Parent  
Significant Other\*  
Mother in Law  
Father in Law  
Employee's Step Parent

### One Day of Leave (8-hour/10-hour)

Uncle  
Aunt  
Nephew  
Brother in Law  
Sister in Law  
Son in Law  
Daughter in Law

For Employees subject to the 12-hour work schedule:

### Forty-Two Hours Leave

Spouse  
Parent  
Child  
Sibling  
Grandchild  
Grand Parent

### One Day of Leave (12-hour)

Uncle  
Aunt  
Nephew  
Brother in Law  
Sister in Law  
Son in Law

Significant Other\*  
Mother in Law  
Father in Law  
Employee's Step Parent

Daughter in Law

\* Significant Other shall be defined as an individual with whom the employee has been domiciled or shared a household.

## 9. VETERANS

A. 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.

## 10. HOSPITALIZATION-MEDICAL COVERAGE

### A. Health Benefits

The City shall provide employees with "Basic HMO Horizon" or comparable coverage at no cost. The City shall make available premium programs to the employees. The employee shall pay any additional costs between "Basic HMO Horizon" and any premium healthcare. Additional employee costs will be deducted through a payroll deduction system every two weeks.

### B. Health Benefits Re-Opener

The City may seek during the term of this Agreement to make changes in the hospitalization and or medical insurance coverage which is not comparable to the Health Benefits provided pursuant to Section A above. Prior to making such changes, the City will notify the PBA and the PBA agrees to re-open collective bargaining negotiations to review and discuss such changes.

The PBA will be given 21 days to review and discuss the proposed change in coverage. If there is no objection, the plan will be implemented. If there is an objection and no



agreement can be reached within seven (7) days, a third party arbitrator as described in the grievance process herein, jointly agreed to and jointly paid for by the City and the PBA will be utilized to determine the issue. The City agrees to not make any changes in the coverage until after the decision of the arbitrator. The arbitrator's decision will be binding.

### **11. PRESCRIPTION PLAN**

- A. The Employer agrees to provide a prescription plan for the employees, their spouses and/or dependent children, providing for a maximum co pay deductible of \$4.00 for generic prescription and a maximum of \$12.00 per prescription for brand name. Effective July 1, 2007 the co-pay for generic drugs will be \$10.00 and for non-generic \$20.00. Reduced costs for prescriptions shall be available through a mail order system.
- B. The City agrees to make no changes in the prescription plan unless the PBA has been properly notified with reasonable time to review the proposed new coverage. Said coverage must be as good as or better than the current coverage.
- C. The City may during the term of this Agreement seek to make changes in the prescription plan which coverages are not as good as or better than current coverage. In such event the re-opener provision of Article 10 Section B will apply.

### **12. HEALTH AND PRESCRIPTION AFTER RETIREMENT**

- A. As of the signing of this contract, in compliance with the contract addendum dated June, 1998, the City of Bridgeton and the Police Benevolent Local #94 agree that health and prescription benefits after retirement with 25 years or more will fall under Public Law Chapter #330 which was signed into legislation in 1998. This provides contributory managed health care benefits for members of PBA Local #94.

### 13. ABSENCE WITHOUT LEAVE

A. An absence of an employee from duty, including an absence for a 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 absence of such disciplinary action, any employee who absents himself for five (5) 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.

### 14. INTERFERENCE WITH WORK

Section 1. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any member or person action in its behalf will cause, authorize or support any strike (e.g., the concerted failure to report for duty, or willful absence of any employees from their positions, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the City. The Association agrees that such action would constitute a material breach of this Agreement.

Section 2. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action up to and including the termination of employment of such employee or employees.

Section 3. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the City.

Section 4. Nothing contained in this Agreement shall be construed to limit or restrict the City in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in

equity for injunction or damages or both in the event of such breach by the Association or in its members.

### 15. WORK ASSIGNMENT

A. Employees shall perform any reasonable work assignment made by supervisors, irrespective of their job title, so long as they suffer no reduction in their rate of pay.

B. In the event that an officer shall be assigned by the Department Head to perform the duties of a higher rank, the following shall apply:

1. The officer shall be eligible for compensation at the minimum base rate of the rank to which assigned, provided he works in that capacity for a 28 consecutive work day period. In calculating the twenty-eight (28) day period, any assigned days which are to cover vacation time are excluded from the count.

All acting positions must have the prior approval by the Director of Public Safety and Chief of Police or his/her designee

C. A patrol officer assigned to the Anti-Crime Team, Criminal Investigation Division, or the Cumberland County Narcotics Task Force by the Director of Fire and Police shall be paid commensurate with the assignment of Detective for the entire time of his assignment, including leave time. Police officer assigned as Forensics Officer will be paid commensurate with the assignment of Detective for the entire time of assignment, including leave time.

D. Assignment or reassignment of any of the above employees in paragraph "A through C" shall be given 24 hours notice, subject to applicable state statutes in case of emergency.

E. When assignment or reassignment causes an employee's schedule to change, such as hours of work or days off, the employee shall be given at least 24 hours notice of said assignment or reassignment.

16. WAGES

A. Effective and retroactive to January 1, 2007, employees in this bargaining unit will receive a wages as set forth in the Wage Guide on Schedule A which shall include the following wage increases during the term of this Agreement:

January 1, 2007	-	three and one-quarter (3.25%) percent
July 1, 2007	-	one (1%) percent
July 1, 2007	-	three and one-quarter (3.25%) percent
July 1, 2008	-	three and one-quarter (3.25%) percent
July 1, 2009	-	three and one-quarter (3.25%) percent
July 1, 2010	-	three and one-quarter (3.25%) percent

B. Detectives pay will be the equivalent of 5½ % (five and one half percent) on top of top patrol officer's salary.

C. Any officer who has not reached the top patrol step shall receive, in addition to his regular pay, a salary differential for the time said officer is assigned as a detective. Said salary differential shall be the difference in hourly rate between top patrol rate and detective's rate for all hours actually worked as assigned detective, including leave time. This salary differential will not be considered as a pensionable amount.

D. Canine Handlers:

Over and above the K-9 officer's regular salaries, the City of Bridgeton and the K-9 officers agree that the officers will be compensated and receive benefits as follows:

1. The K-9 officers will be permitted to train their animals in accordance with the Attorney General Guidelines in effect in the State of New Jersey for the years in question. The scheduling for said training shall be coordinated with police administration so as to least interfere with police duties! Training will be scheduled during the officer's working shift or if training falls on a non-scheduled working day, compensation will be given.

2. Both parties recognize that part of the K-9 officer's job is maintaining and caring for the officer's dog. Accordingly, compensation for said care shall be set forth herein:

A. The K-9 officer represents that one and one half (1 ½) hours per day is required to care for and maintain the K-9 and vehicle. Accordingly, the City authorizes one and one half (1 ½) hours of compensation per day for the performance of that care and maintenance over and above the officer's normal police schedule. If additional time is needed, said time must be approved by the Police Administration in writing. The K-9 officers acknowledge that they will not perform the additional work without receiving said authorization.

B. The rate of compensation for caring for the dog and vehicle shall be \$6.65 per hour and \$9.97 per hour at the time and one half rate. Accordingly, the kennel fee in the course of the calendar year shall be \$5459 per year. No kennel fee will be paid if the officer leaves the K-9 corp.

E. Bilingual Skills Pay

Effective July 1, 2007, the City shall designate certain employees as "bilingual officers" who shall provide language interpretation assistance upon request of their superior officers. In order to be eligible for Bilingual Skills Pay and to be designated a "bilingual officer," the employee must satisfy standards to be developed by the City including but not limited to passing the Bilingual Civil Service Exam. Bilingual Officers shall receive an annual stipend of \$400.00.

**17. LONGEVITY PAY**

A. Effective as of July 1, 2000, a longevity schedule has been implemented on a percentage basis based on the negotiated base salary.

The following is a breakdown of the equivalent percentages based on Longevity presently disbursed:

<u>Longevity Pay</u>	<u>Percentage of Base Salary</u>
After 5 years of service	3.25
After 10 years of service	4.00
After 15 years of service	4.75
After 20 years of service	5.50

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B. The foregoing longevity schedule shall be in effect during the duration of this Contract, from July 1, 2006, until June 30, 2011.

C. All employees covered by this contract shall be paid on a bi-weekly schedule. This shall also include overtime and any other special pay.

### 18. WORK WEEK AND OVERTIME

A. The City agrees, on a trial basis as set forth below, to schedule patrol personnel to work a 4 day – 10 hour work schedule, as negotiated with the PBA and agreed upon by the Director of Public Safety and Police Chief. There shall be a mutual review of the schedule by the Director of Public Safety, Police Chief and the PBA after ninety (90) days of start and one hundred and eighty (180) days thereafter. If it is determined after the review that the schedule is not meeting the needs of the City, the City may revert back to the work schedule in effect at the expiration of the prior contract (June 30, 2006), or the City may propose a new and different work schedule to the PBA and if there is no agreement, a third party arbitrator as described in the grievance process herein, jointly agreed to and jointly paid for by the City and the PBA will be utilized to determine the issue. The City agrees, unless a stated emergent situation exists pertaining to the delivery of law enforcement services, not make any changes until after the decision of the arbitrator. The arbitrator's decision will be binding. Nothing contained herein shall prevent or limit the City from arguing that a future work schedule change is justified by non-negotiable governmental policy reasons, nor shall either party be prevented from negotiation of the economic impact caused by any future work schedule change.

It is recognized that some 4 day – 10 hour work schedules may result in personnel working greater than 2080 hours annually. All time in excess of 2080 hours caused by the 4 day – 10 hour work schedule shall be accumulated as "Kelly" time and shall be hour-for-hour. All accumulated "Kelly" time shall be used within six (6) months of accumulation. Exceptions may be authorized

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by the Director of Public Safety. At no point will personnel be entitled to paid compensation for "Kelly" time.

B. Any authorized work assignment which requires the presence of a Police Officer in excess of his regularly scheduled tour of duty shall be considered overtime.

Overtime shall be compensated at an hourly rate to be determined by dividing his annual salary by 2080 hours to determine an hourly rate and shall be paid at time and one-half the hourly rate for all overtime hours worked.

C. Compensatory time may be utilized in lieu of paid overtime if agreed between employer and employee.

### 19. OVERTIME- ASSIGNMENT

Overtime shall be classified and assigned on the following basis:

A. Scheduled overtime shall be overtime which the Director or his designee, for that particular work, approves 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 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 officer on the roster, provided that if any officer is scheduled or any officer refuses to work scheduled overtime, the assignment shall be given to the next officer on the list not scheduled for a regular tour of duty and assignment will be made thereafter beginning with the last officer to have been assigned scheduled overtime.

B. Call back overtime shall be overtime approved by the Chief of Police or his/her designee to assist a regular shift. An employee will have an option to be put on an overtime list for call back. A "call back" list shall also be maintained and overtime assigned as in paragraph (1) above.

C. Emergency overtime shall be overtime approved by the Chief of Police or his/her

designee, because an emergency has arisen. In this event the parties hereto agree that the Chief of Police or his/her designee may call in any available officer.

D. Employees who are called back for overtime, which is not a continuous scheduled workday, shall be paid for a minimum of two (2) hours of work.

## **20. STATE CONVENTIONS AND DISTRICT MEETINGS**

A. As directed in N.J.S.A. 11A:6-10, a full day leave of absence with pay shall be given to no more than 10% of the employee organization's membership for no more than seven (7) consecutive days. No more than ten (10) authorized representatives will be permitted such leave with pay for conventions. This includes the NJ State PBA Convention held every fall and the NJ State PBA Mini-Convention held every winter. In addition thereto, the State Delegate and President shall receive a full day leave with pay to attend State Meetings of the NJ State Policemen's Benevolent Association with reasonable notice given to the Chief of Police or his/her designee.

B. The President of the Association, and/or his designee(s), may conduct Association related business during work hours as long as the absence of the Association President, or his designee(s), working the shift shall not create a hardship or require overtime duty for any particular shift.

## **21. SEVERANCE PAY**

A. It is stipulated and agreed that employees who retire having accumulated sick days shall be compensated up to \$14,000. The amount to be compensated shall be computed by multiplying one-half the accumulated sick days times 8 hours times the hourly rate of said employee at the time of his retirement.



## **22. PERSONNEL REGULATIONS**

A. It is understood and agreed that the personnel regulations and the Police Manual adopted by the City of Bridgeton shall apply in all cases for all matters not covered by this Agreement except that the provisions providing that the City will recognize all holidays declared by the President of the United States, Governor of the State of New Jersey or Legislature of the State of New Jersey shall be and is hereby deleted from said personnel regulations.

B. This Contract is intended to comply with all statutes, rules, and regulations of the New Jersey Department of Personnel and in the event there is a conflict, the Rules of the New Jersey Department of Personnel shall apply.

## **23. NEW JERSEY STATUTES RELATING TO POLICE**

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

## **24. OTHER EMPLOYMENT**


A. 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. The Director of Fire and Police shall abide by any and all state statutes, and/or regulations in granting, denying or revoking an employee's "other employment." This employment can only be denied for just cause.

## **25. GRIEVANCES PROCEDURE**

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of

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employment of police officers.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the Employer provided however that the Employer furnishes the P.B.A. with prior written notice of same in the event of a resolution.

B. Definition

The term "grievance" as used herein means any dispute or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, or the appeal of a minor disciplinary matter through final and binding grievance arbitration, only and may be raised by the P.B.A. on behalf of an individual employee or group of employees or the Employer.

C. Steps to the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent of the aggrieved party and the Employer's representative and the waiver of any step acts only as a waiver of the individual step.

**STEP ONE**

The P.B.A. on behalf of the aggrieved employee or employees, or the City, shall institute action under the provisions hereof within thirty (30) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the P.B.A. and the Chief of Police, for resolving the matter informally. Failure to act within said thirty (30) days shall be deemed to constitute an abandonment of the grievance.

The Chief of Police shall render a written decision within five (5) calendar days after the receipt of the grievance and serve a copy of said decision to the P.B.A. and the Mayor.

**STEP TWO**

In the event the grievance has not been resolved in or at Step One, the P.B.A. shall, in writing and signed, file the grievance with the Director within Five (5) calendar days following the determination of Step One. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this Contract violated, and the remedy requested by the grievant.

The Director shall render a written decision within fifteen (15) calendar days from receipt of the grievance.

### **STEP THREE**

In the event the grievance has not been resolved in or at Step Two, the P.B.A. may, in writing and signed, request a hearing before the Mayor, two council members, the Business Administrator and the solicitor, within five (5) calendar days following the determination at Step Two.

The Mayor, two council members, the Business Administrator, and solicitor shall render a written decision within fifteen (15) calendar days from receipt of the grievance.

### **STEP FOUR**

In the event the grievance has not been resolved in or at Step Three the matter may be referred to arbitration as hereinafter provided.

#### **D. Arbitration**

In the event that the Employer or the Association desires to submit a grievance to arbitration, the following procedure shall be followed:

1. The party demanding arbitration shall serve written notice of its intention to arbitrate on the other Party(ies) within ten (10) working days following receipt of the Mayor, Council, Business Administrator, and Solicitor's determination.
2. The party demanding arbitration shall file a request of arbitration with the New Jersey Public Employee Relations Commission. Such arbitration shall be conducted in accordance with the Rules and Regulations of said Commission.

3. The costs of the services of the arbitrator shall be borne equally by the Employer and the Association.

4. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

5. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

6. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add, to modify, detract from or alter in anyway the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

7. The decision of the arbitrator shall be the final administrative step of the Employer and the Association.

E. Miscellaneous

1. A failure to respond at any Step in this procedure by the Employer or its agents shall be deemed a negative response and upon the termination of the applicable time limits the grievant may proceed to the next step.

2. Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.

3. Employees shall have an election as to whether they shall pursue remedies under Civil Service or under the grievance procedure set forth herein.

4. Action beyond Step One of the grievance procedure shall constitute an election to pursue remedies under the Contract.

5. Action in the form of an appeal to the Civil Service Commission shall

constitute an election to pursue remedies under Civil Service.

6. Employees covered by this Agreement shall have the right to process their own grievance without representation.

7. Upon prior notice to and authorization of the Police Chief, the designated Association Representative shall be permitted as members of the Grievance Committee to confer with employees and the City of specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided, the conduct of said business does not diminish the effectiveness of the City of Bridgeton or requires the recall of off-duty employees.

## 26. COLLEGE CREDITS

A. A College Credit Program was implemented effective January 1, 1982. To be eligible for compensation under this program, employees must be matriculated in a police science or criminal justice program leading to a degree and such courses and/or enrollment must receive prior approval from the Director.

B. The officer shall receive twenty (\$20.00) dollars per credit earned provided the employee has earned a minimum of thirty (30) credits.

C. Payments shall be a part of the base salary of the employee.

D. Any full-time employee who desires to better equip himself in the performance of his assigned duties through attendance in various recognized training and education programs that are offered from time-to-time by college, vocational schools or state agencies, may receive assistance from the City of Bridgeton. This assistance will be in the form of reimbursement to the employee for registration, books and laboratory fees for courses of training related to the employees' employment. A meal allowance of \$10 per-meal, per-day shall be paid to the employee. The Director of Fire and Police must approve compensation for lodging and related expenses in advance.

All applications for such assistance must be made to the department head and Business Administrator. Employees participating in such a program shall be expected to remain in the service of the City of Bridgeton for a period of one year. In the event they should voluntarily terminate their services, the City shall require that the employee will reimburse the City one-half of the education expenses it paid during the preceding year.

E. All employees hired after December 31, 1990 must have the necessary thirty (30) or more credits toward a degree in a police science or criminal justice program in order to qualify for payment per credit.

F. All employees receiving college credit payments must have worked a full calendar year prior to receiving said payment.

G. Eligible compensable credits must be submitted to the City Business Administrator not later than January 31<sup>st</sup> of each year, to be covered by this article. Once credits are reported, only newly attained credits need be reported in subsequent years.

H. No pay shall be given for any grade below a C for those employees who receive reimbursement from the City for courses commenced and completed after December 31, 1990.

## 27. CLOTHING ALLOWANCE

A. Detectives not assigned to the Anti-Crime Team shall be allowed a clothing allowance of \$250 per annum. (July 1 through June 30 of the succeeding year). Payment for a partial year shall be made pro-rata. All reimbursements will be made by voucher after the proper documentation is submitted.

B. Detectives assigned to the Anti-Crime Team shall receive an annual clothing allowance for cleaning and tailoring of one hundred dollars (\$100.00). Payment will be paid via voucher after documentation has been submitted.

C. All employees shall maintain their uniforms in good and clean condition and failure

to maintain uniforms in good and clean condition shall be cause for disciplinary action.

### **28. BREACH OF CONTRACT EFFECT**

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

### **29. SAVING CLAUSE**

A. 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 provisions shall prevail, and the remainder of this Agreement shall not be affected thereby.

### **30. RATIFICATION BY ASSOCIATION AND EMPLOYEES**

A. 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 ratification proceedings. The Association further agrees that upon the adoption of any new agreement, which shall be substituted for this Agreement, or any part thereof, said Agreement would be ratified only by persons who are employed pursuant to the terms of this Agreement or the new Agreement.

### **31. EMBODIMENT OF AGREEMENT**

A. 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 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.

### **32. TERM OF AGREEMENT**

A. This Agreement shall be in full force and effect as of July 1, 2006 and shall remain in effect to and including June 30, 2011.

B. The parties agree that negotiations for a successor agreement modifying, amending, or altering the terms and provisions of this Agreement shall commence no later than one hundred and twenty (120) days prior to the date on which this collective bargaining agreement is to expire. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration with the Public Employee Relations Commission (PERC). The term of this Agreement and all practices shall remain in full force and effect until said successor agreement is reached.

### **33. CHANGE IN WORKING CONDITIONS**

A. In accordance with law, change in working conditions shall be negotiated by the parties to this Agreement.

### **34. DISCRIMINATION OR COERCION**

There shall be no discrimination, interference, or coercion by the City or any of its agents against the Employees by the Association because of membership or activity in the Association. The Association or any of its agents shall not intimidate or coerce Employees into members.

The City and the Association agree that each provision of this Agreement shall equally apply to all covered employees and that there shall be no harassment or intimidation of, interference with, or illegal discrimination against any employee because of: age, sex, race, creed, skin color, national origin, nationality, ancestry, marital status, disability, handicap, genetic information, affectional or



sexual orientation, blood trait, political activity, United States or State Armed Services activity.

Harassment shall also include sexual harassment. All references to employees in this Agreement refer to both sexes and wherever the male gender is used, it shall be construed to include both male and female employees.

### **35. UNUSED SICK DAYS**

A. In the event an employee covered under this Contract does not utilize any sick days during the calendar year, then said employee shall, in the succeeding year, receive an amount equal to two working days of pay. The number of hours to be determined by what the employee's schedule is (8, 10, or 12-hour days).

B. Employee shall be entitled to 120 hours of sick time per calendar year pro-rated to the employee's date of hire in each year in which this Agreement is in effect.

### **36. SICK BANK**

A. Employees can charge their unused sick days off to another employee for dollar per dollar amount only in the event of a catastrophic event. Employees must contact the P.B.A. first for approval. The Director of Public Safety must give final approval.

### **37. EQUIPMENT**

The City agrees to continue to provide and maintain safe equipment for use by the employees.

#### **A. Uniforms:**

1. The City agrees to provide each Officer with an annual Uniform replacement allowance of up to \$500.00 for the purchase and replacement of uniforms. Payment will be made to the Officer after the Officer has submitted a signed voucher and receipts showing the cost of the

purchase of uniforms in accordance with procedures issued by the City Administration.

2. The City agrees, however, to provide a new bulletproof vest to all officers upon his/her gainful employment. All vests will be examined for manufacturer's defects due to wear and tear by the department's firearms supervisor and replace if deemed to be unsafe. No used or pre-owned vests will be distributed to any employee by mandate. An employee may agree to use a used or pre-owned vest until a new vest has been ordered and/or delivered. Vests should meet any and all safety standards established by state law or manufacturers standard.

B. Vehicles:

Any police vehicle deemed by the state Division of Motor Vehicles to be unsafe and not fit for use by police, shall be either repaired or replaced, making it safe and fit for police use, as soon as reasonable and practical. This is to include any and all vehicles damaged beyond repair due to motor vehicle accidents in the performance of the officers' duty.

**38. LEGAL REPRESENTATION**

In accordance with *N.J.S.A.* 40A:14-155 and 40A:14-28, whenever an Employee covered by this Agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of Police powers in the furtherance of his official duties, the City shall provide said Employee with the necessary means for the defense of such action or proceeding. In the event that an Employee utilizes counsel other than that supplied by the City, the fees and costs shall be agreed upon by the attorney and the City prior to the attorney performing such services.

The above does not apply for the defense of an Employee in a disciplinary proceeding instituted against him by the City or in criminal proceedings instituted as a result of a complaint on behalf of the City. If any such disciplinary or criminal proceeding instituted by or on complaint of the City shall be dismissed or finally determined in favor of the Employee, he shall be reimbursed for the expense of his defense.

Draft Date: September 17, 2007

PBA: 

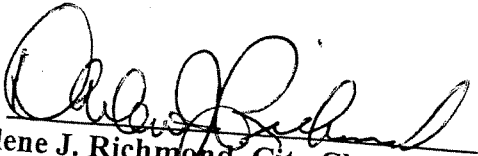
City: \_\_\_\_\_

**39. WORKERS' COMPENSATION**

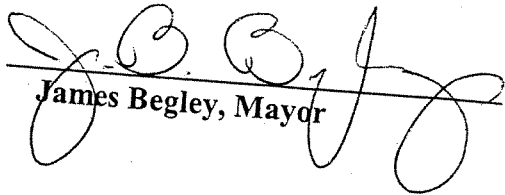
Any officer injured in the line of duty shall receive the workers' compensation rate as determined by the City's rules and regulation. Additionally, the Employer shall pay the injured officer the difference between their normal rate of pay and the amount received from workers' compensation.

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

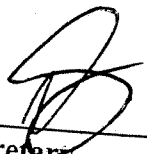
ATTEST:

By:   
Darlene J. Richmond, City Clerk

THE CITY OF BRIDGETON, IN THE  
COUNTY OF CUMBERLAND

By:   
James Begley, Mayor

ATTEST:

By:   
Secretary

BRIDGETON POLICE, PBA LOCAL #94

By:   
President

**SCHEDULE A**

**CITY OF BRIDGETON**  
**WAGE GUIDE**

Effective	7/1/06	1/1/07	7/1/07	7/1/08	7/1/09	7/1/10
Academy	29,875	30,846	34,611	35,736	36,897	38,096
First Year	31,259	32,275	36,182	37,358	38,572	39,826
Second Year	34,632	35,758	40,009	41,309	42,652	44,038
Third Year	38,168	39,408	44,022	45,453	46,930	48,455
Fourth Year	43,246	44,651	49,783	51,401	53,072	54,797
Fifth Year	48,779	50,364	56,063	57,885	59,766	61,708
Sixth Year	58,690	60,597	67,307	69,494	71,753	74,085

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10/12 5:15  
2:00

Draft Date: September 17, 2007

PBA:   D  

City: \_\_\_\_\_