

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

**July 1, 2015 through December 31, 2018**



**TABLE OF CONTENTS**

Preamble .....	1
Purpose and Intent.....	1
Article 1 – Recognition of Union.....	1
Article 2 – Management Rights and Responsibilities.....	2
Article 3 – Union Security and Dues Check Off .....	2
Article 4 – Vacations .....	3
Article 5 – Holidays .....	5
Article 6 – Personal Days .....	5
Article 7 – Life Insurance .....	5
Article 8 – Funeral Leave .....	5
Article 9 – Veterans .....	6
Article 10 – Hospitalization-Medical Coverage .....	7
Article 11 – Prescription Plan.....	8
Article 12 – Absence Without Leave.....	8
Article 13 – Interference With Work.....	9
Article 14 – Work Assignment .....	9
Article 15 – Wages.....	9
Article 16 – Work Week .....	10
Article 17 – Overtime Assignment .....	10
Article 18 – Severance Pay .....	11
Article 19 – Personnel Regulations.....	12



Article 20 – New Jersey Statutes Relating to Police.....	12
Article 21 – Other Employment.....	12
Article 22 – Grievances Procedure .....	12
Article 23 – College Credits .....	16
Article 24 – Breach of Contract Effect .....	16
Article 25 – Saving Clause .....	16
Article 26 – Ratification By Association and Employees .....	16
Article 27 – Embodiment of Agreement.....	17
Article 28 – Term of Agreement.....	17
Article 29 – Change in Working Conditions .....	17
Article 30 – Subsequent Negotiations.....	17
Article 31 – Unused Sick Days.....	18
Article 32 – Sick Bank.....	18
Article 33 – Workers’ Compensation .....	19
Article 34 – Equipment.....	19
Article 35 – Legal Representation .....	22
Article 36 – Leave of Absence without Pay .....	22
Schedule A – Wage Guide.....	24



# CONTRACT

## PREAMBLE

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, 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 BRIDGETON POLICEMAN'S BENEVOLENT ASSOCIATION SUPERIOR OFFICERS, LOCAL #94A, (hereinafter referred to as the "Association" or the "S.O.A.") 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

Pursuant to and in accordance with all applicable provisions of Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A5.1 et seq.), the Employer does hereby recognize the Association as the sole and exclusive representative of the Superior Officers of the Department of Police, this representation shall specifically include Sergeants and Lieutenants. This representation shall extend to grievances and terms and conditions of employment. The City shall compile a list of individuals with their job

title included in the bargaining unit.

## **2. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

It is recognized that the management of the Department of 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.

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 the employee according to employee rank and seniority. No more than one (1) supervisor per platoon/bureau may be on vacation at the same time unless the department head is satisfied that he has sufficient personnel to operate sufficiently. No leave shall be granted during an Officer's scheduled mandatory Department training period.

Vacation requests shall be made on annual leave calendars which will be turned over to each unit supervisor no later than January 10<sup>th</sup> of each calendar year, or as soon as practical after that date. Each unit supervisor shall have first selection of leave time for the year. The calendar will then be passed to the next senior officer on the shift, and so on, ending with the junior most officer on the unit. Every officer must plot eighty (80%) percent of their entire vacation allotment on the leave calendar. This process must be completed by March 1<sup>st</sup> of the calendar year. An employee may request vacation periods in single day increments for the remaining 20% of the vacation allotment subject to Department Head approval. Any unplotted leave time after March 1<sup>st</sup> is subject to rejection or cancellation. After March 1<sup>st</sup>, anyone with unplotted leave time may make requests on a first come first served basis. Any unused leave time that an individual member holds (fails to plot on leave calendar) is subject to forfeit at the end of the year if there is no available time to utilize same.

Vacation may be split only in the following manners:

1. Four times if employee has 120 paid vacation hours;
2. Five times if employee has 160 paid vacation hours;
3. Six times if employee has 200 or more paid vacation hours; or

4. By individual day after requesting 80% of annual vacation.
5. In any manner approved by the Chief of Police.

**B. Eligibility**

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

1. 90 days to 365 days – eight hours paid vacation for each month of employment, retroactive to the date of hire.
2. 366 days to end of 5<sup>th</sup> year – for those employees working five-day, eight hour per day 40 hour work weeks, or those officers on a 12 hour shift patrol schedule – 96 hours; those employees working four day, 10 hour per day 40 hour work weeks – 100 hours.
3. From beginning of 6<sup>th</sup> year to end of 10<sup>th</sup> year – 120 hours paid vacation.
4. From beginning of 11<sup>th</sup> year to end of 15<sup>th</sup> year – 160 hours paid vacation.
5. From beginning of the 16<sup>th</sup> year to the end of 24<sup>th</sup> year – 200 hours paid vacation.
6. From beginning of 25<sup>th</sup> year to end of career – 240 hours paid vacation

Vacation increases shall be prorated for the calendar year on the employee's anniversary date.

**C. Qualification for Vacation:**

To qualify for a full vacation in any given year, an employee as recognized in ARTICLE 1 of this agreement must have been continuously employed for their employment year. Employees who are employed less than a full year shall receive a prorated vacation

**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 time at the employee's rate of pay. Said option is a mutual one and neither party may require the utilization of the said option by the other. Member must request to sell back vacation hours to the City no later than March 1<sup>st</sup>. Response from the City will be no later than November 1<sup>st</sup>.

**E.** Any officer who is on long-term suspension or non-work related disability shall have their leave time prorated based on those work absences.

## **5. HOLIDAYS**

Employees are required to work on all holidays as part of their regular work schedule. In the event City Hall is closed for any reason beyond the control of the City because of weather conditions or other emergency, police officers shall work their normal schedule without additional compensation as they are an essential service.

## **6. PERSONAL DAYS**

Irrespective of work 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 platoon/bureau may take a personal day at the same time unless the department head or his designee is satisfied that he has sufficient personnel to operate efficiently. Employee will give a minimum of two (2) hours prior notice of taking a personal day and it shall be taken only with approval of the department head or his designee. The Bureau Commander will approve personal days with less than two (2) hours advance notice under emergent circumstances. Employees who are employed less than a full year shall receive prorated personal days.

## **7. LIFE INSURANCE**

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. These days are only usable if a family member or significant other as defined below has passed away. The employee is granted time off with pay as follows:

CATEGORY A

Spouse or Significant Other\*

Parent (Natural/Step/In-Law)

Sibling (Natural/Step/Half)

Grandparent (Natural/Step)

Child (Natural/Step)

Grandchild (Natural/Step)

CATEGORY B

Uncle/Aunt (Natural/Step/In-Law)

Nephew or Niece

Grandparent (In-Law)

Son or Daughter (In-Law)

Brother or Sister (In-Law)

\*Significant Other: Shall be defined as a person with whom the employee lived as a spouse or shared a domicile such as a life partner. It does not include roommates, friends or persons with whom the subject had other than a committed relationship and active relationship.

Significant Other Exception: Any employee who has been actively separated/divorced for over 364 days may only use one (1) day of leave for funeral leave of that significant other.

Amount of Funeral Leave

Twelve (12) Hour Employees – Three days for Category A deaths and one day of leave for Category B deaths. The Significant Other Exception shall apply.

Eight (8) Hour Employees – Five days for Category A deaths and one day of leave for Category B deaths. The Significant Other Exception shall apply.

The City may request documentation from the employee concerning proof of death and a signed statement as to the relationship of the employee to the deceased.

**9. 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.

## 10. HOSPITALIZATION-MEDICAL COVERAGE

A. The City agrees to pay the cost of the NJSHBP selected by the employees through December 31, 2016. Effective January 1, 2017 the City will pay the cost of the NJSHBP selected by the employee up to a maximum of \$10,200 for the Single rate, \$17,250 for Parent Child rate, \$20,500 for Member/Spouse rate, \$27,500 for the Family rate, the maximum allowed under the Affordable Care Act guidelines without incurring the Federal Excise Tax penalty.

B. The City retains the right, at its option, to change any of the existing insurance plans or carriers providing such benefits, so long as the level of benefits provided to the employees and their eligible dependants is substantially similar. The City further reserves the right, at its options, to self-insure any of said plans and coverages so long as the level of benefits provided to the employees and their eligible dependents is substantially similar. Prior to making the changes, the City will review the changes with the SOA.

C. As of the signing of this contract, in compliance with the contract addendum dated June, 1998, the City of Bridgeton and the Police Benevolent Association Local #94A 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 94A.

D. Cost Contribution. Employees shall contribute to the costs of the Health Benefits Insurance Plan coverages in accordance with P.L.2011, Chapter 78.

E. In the event the health insurance plan selected by the employee is in excess of the maximum amount permitted under the Affordable Care Act without triggering the excise tax (which is presently scheduled to be \$10,200 for Single coverage, \$17,250 for Parent Child coverage, \$20,500 for Member/Spouse coverage and \$27,500 for Family coverage beginning in January 2018) the parties agree to meet at least six (6) months prior to the implementation of said tax to discuss implementation of a new plan that will be below that maximum amount. If the parties are unable to agree to a new plan, the City shall be authorized to provide a new plan which will be closest to but not above the caps set forth above and such plan selected and provided by the City shall be deemed to satisfy the "substantially similar" contract provision regarding the provided coverage. The City may

continue to offer its then current plan or another plan whose cost is in excess of the then maximum amount permitted under the Affordable Care Act. However, if an employee elects to be covered under such a plan, the employee will be responsible for any excise tax incurred by the employer as well as the amount of the premium cost in excess of the then maximum amount permitted under the Affordable Care Act and in addition to any other health care contributions already in effect under Chapter 78 or otherwise.

## **11. PRESCRIPTION PLAN**

The Employer agrees to provide a Prescription Plan for the employees, their spouses and/or eligible dependants. Currently, a Prescription Plan is provided through the New Jersey State Health Benefits Plan.

Co-pays for generic prescriptions are per current State Health Benefit rates and are subject to future additional changes to reflect the then applicable State Health Benefit Plan prescription co-pays.

In the event the City no longer provides prescription coverage under the State Health Benefits Plan, then in such event the co-payment for the Prescription Plan shall be \$10.00 for mail in prescriptions, \$15.00 for generic drugs and \$25.00 for brand name drugs. Reduced costs for prescriptions shall be available through a mail order system.

The City retains the right, at its option, to change the Prescription Plan provider so long as the level of benefits provided to the employees and their eligible dependants is substantially similar.

## **12. ABSENCE WITHOUT LEAVE**

An absence of an employee from duty, including an absence for a single day or part of a day, which 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 will be subject for disciplinary action. In absence of such disciplinary action, any employee who absents himself for five (5) consecutive work 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 Chief of Police.

### **13. 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.

### **14. WORK ASSIGNMENT**

A. Employees shall perform any reasonable work assignment made by supervisors, irrespective of their job titles, 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, or his designee, to perform the duties of a higher rank, the following shall apply:

The officer shall be eligible for compensation at the minimum base rate of the rank to which assigned, commencing after having served in that higher rank for a seven (7) consecutive work days. In calculating the seven (7) consecutive work days, any assigned days which are to cover vacation time are excluded from the count. This provision shall apply for such following days and not for any prior days. Compensation shall take effect on Day 8.

C. Sergeants assigned to the Criminal Investigation Division, by the Department Head, or his designee, shall receive in addition to his salary, an additional Three Percent (3.0%) stipend, for the entire time so assigned.

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.

### **15. WAGES**

A. The City and the Association have agreed upon a New Wage Guide for bargaining unit members which is attached as Exhibit "A".

B. Effective July 1, 2015 employees of this bargaining unit will receive wages as set forth in the wage guide on their current step without step movement. Employees will advance one step on the wage guide on the effective date of January 1, 2016; January 1, 2017; and January 1, 2018

regardless of the officer's anniversary date.

C. To be eligible for compensation for college degrees in the Wage Guide, employees must have an Associates Degree, Bachelors Degree, or Masters Degree in police science or criminal justice.

## **16. WORK WEEK**

A. Employees covered by this Contract shall be paid based on an average 40-hour week. Any employee who works more than an average 40 hour week during any week 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 hours in any one week which exceeds 40 hours.

B. Those officers working the 12-hour shift patrol schedule, by virtue of their 12-hour shifts, may periodically work less than 40 hours (36 hours) or more than 40 hours (48 hours) in a work week. This works out to be 168 hours worked every 28 day schedule cycle. Officers working this 12-hour schedule will be compensated for four (4) hours "Kelly" Time per 2-week pay period as compensation for the extra 8 hours per 28 day cycle. All "Kelly" Time shall be used within eight (8) months of accumulation. Exceptions may be authorized by the Chief of Police. At no point will personnel be entitled to paid compensation for "Kelly" Time.

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

D. Lieutenants are expected to take work related telephone calls after normal work hours without additional compensation.

## **17. OVERTIME – ASSIGNMENT**

Overtime shall be classified and assigned on the following basis:

A. Scheduled overtime shall be overtime which the Chief of Police 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 within the bargaining unit 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. Special Assignment Overtime shall be assigned as one (1) Superior Officer Overtime opportunity for each five (5) regular patrol officer overtime opportunities. This assignment shall be at no additional cost to the City.

**B.** Call back overtime shall be overtime approved by the Chief of Police, or his 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 A above.

**C.** Emergency overtime shall be overtime approved by the Chief of Police, or his designee because an emergency has arisen. In this event the parties hereto agree that the Chief of Police, or his 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 three (3) hours of work.

**E.** Permanently appointed Sergeants shall have first opportunity for overtime assignments prior to temporarily appointed Sergeants. In the event permanently appointed Sergeants decline the overtime assignment then temporarily appointed Sergeants may be assigned the overtime opportunity.

## **18. SEVERANCE PAY**

It is stipulated and agreed that employees who retire having accumulated sick days shall be compensated up to \$15,000. 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. New employees hired by the Department of Police after September 1, 2015 will not be entitled to any payment for unused sick leave.

## **19. PERSONNEL REGULATIONS**

A. It is understood and agreed that the City of Bridgeton Personnel Regulations and the Police Department Rules and Regulations and Policies adopted by the City of Bridgeton shall apply in all cases for all situations 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 Civil Service Commission and in the event there is a conflict, the Rules of the New Jersey Civil Service Commission shall apply.

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

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

## **21. OTHER EMPLOYMENT**

No member of the Association shall engage in any other form of employment without having obtained prior approval of the Chief of Police. The Police Chief 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.

## **22. GRIEVANCES PROCEDURE**

### **A. Purpose**

For the purposes of this agreement, a grievance is defined to be the interpretation,

application or violation of policies, agreements, and administrative decisions affecting employees and shall include minor discipline of employees.

For the purposes of this Agreement, grievances include minor discipline that provides for suspension of less than five (5) days, oral warnings and/or written reprimands affecting any employee covered by this Agreement. Written reprimands and oral warnings shall proceed no further than Step Three.

A grievance may be raised by the SOA on behalf of an individual employee or group of employees or by the Employer.

**B. 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 S.O.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 S.O.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 S.O.A. and the Mayor.

**STEP TWO**

In the event the grievance has not been resolved in or at Step One, the S.O.A. shall, in writing and signed, file the grievance with the Appropriate Authority 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 Appropriate Authority 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 S.O.A. may, in writing and signed, request a hearing before the Mayor and/or the Business Administrator within five (5) calendar days following the determination at Step Two.

The Mayor and/or the Business Administrator 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 and/or Business Administrator'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 or the grievance shall be considered abandoned.
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.

### **23. COLLEGE CREDITS**

Officers shall receive pay for an Associate Degree, Bachelor Degree or a Master Degree in police science or criminal justice. Officers who have credits equal to or greater than 60 but do not have an Associate Degree will be eligible for the Associate Degree pay if 50% or greater of those credits are in criminal justice or police science courses. College degree money is incorporated in the wage scale in Exhibit A.

### **24. BREACH OF CONTRACT EFFECT**

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.

### **25. SAVING 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 provisions shall prevail, and the remainder of this Agreement shall not be affected thereby.

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

The Association hereby represents that this Agreement was ratified solely by employees of the City of Bridgeton, Department 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.

#### **27. 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 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.

#### **28. TERM OF AGREEMENT**

This Agreement shall be in effect from July 01, 2015 until December 31, 2018.

#### **29. CHANGE IN WORKING CONDITIONS**

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

#### **30. SUBSEQUENT NEGOTIATIONS**

One hundred twenty (120) days prior to the expiration date of this Agreement the parties shall meet to discuss and negotiate regarding 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.

### **31. 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. Sick days shall be prorated in any year that the employee does not work the entire calendar year.

### **32. 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 health condition or injury. Employees must contact the S.O.A. first for approval. The Appropriate Authority must give final approval.

B. For the purpose of this Article, a "catastrophic health condition or injury" shall be defined as follows:

1. With respect to an employee, a "catastrophic health condition or injury" is either:
  - i. A life-threatening condition or combination of conditions; or
  - ii. A period of disability required by his or her mental or physical health or the health of the employee's fetus which requires the care of a physician who provides a medical verification of the need for the employee's absence from work for 60 or more work days.
2. With respect to an employee's immediate family member, a "catastrophic health condition or injury" is either:
  - i. A life-threatening condition or combination of conditions; or
  - ii. A period of disability required by his or her mental or physical health



which requires the care of a physician who provides a medical verification of the need for the employee's absence from work for 60 or more work days.

### **33. WORKERS' COMPENSATION**

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

### **34. EQUIPMENT**

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

#### **A. Uniforms**

1. The City agrees that upon obtaining initial employment with the City of Bridgeton Police Department, the City will provide the following items to the new employee or employees who have not yet been issued all of the proper equipment:

#### **Class A Uniform**

(which consists of)

- |                        |  |
|------------------------|--|
| (1) Long Sleeve Shire  | (1) Name Plate (metal)                 |
| (1) Short Sleeve Shirt | (1) Leather Garrison Belt*             |
| (1) Pair of Pants      | (1) Leather Pistol Belt w/Metal Buckle |
| (1) Tie                | (1) Duty Holster for Issued Sidearm*   |
| (1) Tie Bar            | (1) Leather Double Magazine Pouch*     |
| (1) Whistle            | (1) Leather Handcuff Case*             |

- |                                       |                                       |
|---------------------------------------|---------------------------------------|
| (1) Hat                               | (1) Set of Handcuffs*                 |
| (1) Hat, Rain Cover                   | (1) Leather Pepper Spray Pouch*       |
| (1) Rain Coat (reversible to orange)* | (1) M.A.B. (Power Tip) & Holster*     |
| (1) Jacket*                           | (1) Set of four Leather Belt Keepers* |
| (1) Traffic Vest*                     | (1) Radio Belt Holder*                |
| (1) Breast Badge (metal)              | (1) Police Radio*                     |
| (1) Hat Badge (metal)                 | (1) Mag Light (3 D Cell)*             |
| (1) Belt Ring for Mag Light*          | (1) Glock 22 Pistol*                  |
| (4) Glock 22 Magazines*               | (1) Folding Pocket Knife*             |
| (1) Bullet Resistant Vest*            |                                       |

\*All items will be used with the Class B Uniform

#### **Class B Uniform**

(which consists of)

- |                         |                                   |
|-------------------------|-----------------------------------|
| (3) Long Sleeve Shirts  | (1) Hat – Class B, Baseball Style |
| (3) Short Sleeve Shirts | (1) Pair of Leather Boots         |
| (3) Pair of Pants       |                                   |

#### **Specialty Uniforms**

If an Officer is assigned to a Specialty Unit that requires another type of uniform, he will be issued the appropriate number of uniforms required; the number of uniforms issued will be determined by the number of days per week this uniform will be worn.

\*\*\*All Patches will continue to be issued by the Division on an as needed basis.

2. The City agrees to provide each Officer with an annual Uniform replacement allowance of \$750.00 for the purchase and replacement of uniforms. Officers may use this allowance to replace equipment, upgrade equipment, tailor equipment and etc. Payment will be made to the Officer, after the Officer has submitted a signed voucher. If the Officer turns in receipts that meet or exceed \$750.00 for any of the equipment (listed above), equipment upgrades or tailoring, he will receive a voucher in the amount of \$750.00, non-taxed.

However, if the Officer does not turn in receipts, the voucher will be taxed as per state law. If the Officer turns in receipts that do not meet or exceed \$750.00, the receipt portion will not be taxed but the remaining portion will be as per state law. All receipts must be turned in to the appropriate authority before November 1<sup>st</sup> of each year. Vouchers will be issued with the first pay in December. For the time period July 1, 2015 to December 31, 2015, a uniform replacement allowance in the amount of \$350 will be issued in the first pay in December 2015. Receipts are not required for the December 2015 issue.

3. The City agrees that if an Officer suffers the loss of an initial issue item due to seizure by the Cumberland County Prosecutor's Office or any other law enforcement entity due to an ongoing investigation, the Department shall replace those items.
4. The City agrees that any items or equipment deemed mandatory but not specified in the initial issue shall be supplied by the Department.
5. The City agrees that if there is an intention to change from Class B uniforms (which is the standard) to Class A uniforms then, Article 34 – Equipment shall be renegotiated between the City and PBA prior to any changes the City may request.
6. The City agrees 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 replaced if deemed to be unsafe. No used or pre-owned vests will be distributed to an 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 standards.

**B. Vehicles:** Any police vehicle deemed by the State Division of Motor Vehicle 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.

### **35. LEGAL REPRESENTATION**

In the event of any municipal, civil or criminal action against a Police Officer covered by insurance of the City, defense counsel shall be supplied by the insurance company, including any different counsel if determined necessary to avoid a conflict. In the event there is no insurance coverage and the claim is within the scope of employment, the Office of the City Attorney will provide a defense, unless there is a conflict, in which case the Officer may select counsel from a list compiled by the City and agreed to by the S.O.A., of attorneys who have agreed to provide City defense work at the rate paid for legal service by the City.

### **36. LEAVE OF ABSENCE WITHOUT PAY**

A. A permanent full-time employee who has worked for the City for a minimum of twelve (12) consecutive months may request leave without pay for a period not exceeding three (3) months during a fiscal year for specific personal reasons, or other reasons deemed in the best interest of the City.

B. Applications for leave without pay must be submitted in advance, in writing, to the employee's Department Head, stating the employee's reason for requesting such leave and containing a statement that they intend to return to the City's service after expiration of such leave. The leave request must be recommended by the Department Head and City Business Administrator and approved by the Mayor. A leave of absence without pay shall not be considered for approval if the employee has paid leave available to utilize.

C. Any leave of absence without pay granted in this Article shall be in accordance with the Federal Family Medical Leave Act (FMLA) and/or the Family Leave Act (FLA) and shall not be in addition to those regulations.

D. Maternity Leave

1. A leave of absence without pay not exceeding three (3) months shall be granted for maternity leave purposes.

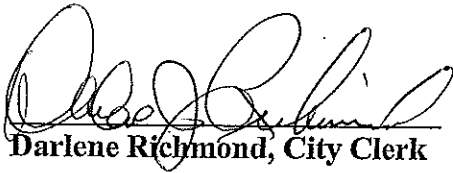
2. Upon written request and certification from the employee's physician that additional time is needed, the City, in its sole discretion, may extend maternity leave beyond three (3) months.

E. During the period of leave of absence without pay, an employee shall not continue to accrue seniority, but shall not lose any seniority already accrued. An employee shall not accrue vacation, sick or personal time during the leave of absence without pay.

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

ATTEST:

THE CITY OF BRIDGETON, IN THE  
COUNTY OF CUMBERLAND

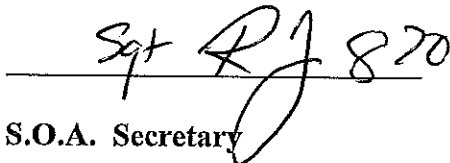
  
Darlene Richmond, City Clerk

BY:

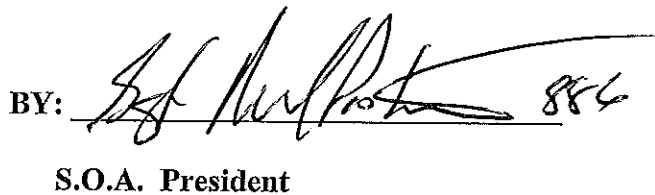
  
Albert B. Kelly, Mayor

ATTEST:

POLICEMAN'S BENEVOLENT ASSOCIATION  
SUPERIOR OFFICERS, LOCAL #94A

  
S.O.A. Secretary

BY:

  
S.O.A. President

SERGEANT

STEP	7/1/2014	7/1/2015	1/1/2016	1/1/2017	1/1/2018
1	88,293	89,617	89,617	91,410	91,410
2	90,193	91,546	91,546	93,377	93,377
3	92,717	94,108	94,108	95,990	95,990
4	93,995	95,405	95,405	97,313	97,313
5	94,985	96,410	98,338	100,305	102,311

SERGEANT ASSOCIATE

STEP	7/1/2014	7/1/2015	1/1/2016	1/1/2017	1/1/2018
1	89,665	91,010	91,010	92,830	92,830
2	91,566	92,939	92,939	94,798	94,798
3	94,090	95,501	95,501	97,411	97,411
4	95,368	96,799	96,799	98,734	98,734
5	96,357	97,802	99,758	101,754	103,789

SERGEANT BACHELOR

STEP	7/1/2014	7/1/2015	1/1/2016	1/1/2017	1/1/2018
1	91,038	92,404	92,404	94,252	94,252
2	92,939	94,333	94,333	96,220	96,220
3	95,463	96,895	96,895	98,833	98,833
4	96,741	98,192	98,192	100,156	100,156
5	97,730	99,196	101,180	103,203	105,268

LIEUTENANT

STEP	7/1/2014	7/1/2015	1/1/2016	1/1/2017	1/1/2018
1	101,693	103,218	103,218	105,283	105,283
2	104,099	105,660	105,660	107,774	107,774
3	105,917	107,506	109,656	111,849	114,086

LIEUTENANT ASSOCIATE

STEP	7/1/2014	7/1/2015	1/1/2016	1/1/2017	1/1/2018
1	103,066	104,612	104,612	106,704	106,704
2	105,472	107,054	107,054	109,195	109,195
3	107,290	108,899	111,077	113,299	115,565

LIEUTENANT BACHELOR

STEP	7/1/2014	7/1/2015	1/1/2016	1/1/2017	1/1/2018
1	104,439	106,006	106,006	108,126	108,126
2	106,845	108,448	108,448	110,617	110,617
3	108,663	110,293	112,499	114,749	117,044

LIEUTENANT MASTER

STEP	7/1/2014	7/1/2015	1/1/2016	1/1/2017	1/1/2018
1	105,495	107,077	107,077	109,219	109,219
2	107,901	109,520	109,520	111,710	111,710
3	109,719	111,365	113,592	115,864	118,181