

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

**July 1, 2011 through June 30, 2015**

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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 does 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 RESPOSIBILITIES**

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**

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 Departmental training. Employee shall give written notice of vacation request by March 1. Every officer, by seniority, must request eighty (80%) percent of their entire vacation allotment by March 1. Request for vacation after March 1 may be granted by the Department Head, at his discretion. An employee may request vacation periods in single day increments for the remaining 20% of the vacation allotment subject to Department Head approval. After March 1, anyone with unscheduled leave time may make request on a first-come first-served basis. Any unused leave time that an individual member holds is subject to forfeiture at the end of the year if there is no available time to utilize same.

Vacations may be split only in the following manners:

1. Three times if the employee has 120 paid vacation hours
2. Four times if the employee has 160 paid vacation hours.
3. Five times if the employee has 200 or more paid vacation hours; or
4. By individual day after requesting 80% of annual vacation, operations permitting.
5. In any manner approved by the Chief of Police.

B. Eligibility:

Employee 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.

**5. HOLIDAYS**

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

**6. PERSONAL DAYS**

A. Irrespective the 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 unit 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 three (3) hours prior notice of taking a personal day and it shall be taken only with the approval of Department Head or his designee.

**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:

<b><u>Forty Hours Leave</u></b>	<b><u>One Day of Leave (8-hour/10-hour)</u></b>
Spouse	Uncle
Parent	Aunt
Child	Nephew
Sibling	Brother in Law
Grandchild	Sister in Law
Grand Parent	Son in Law
Significant Other*	Daughter in Law
Mother in Law	

are through the New Jersey State Health Benefits Plan (NJSHBP), as it exists or as modified by the State Health Benefit Program (or any other substantially similar health benefit plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefits Program, for all employees and eligible dependents covered by this Agreement. The City agrees to pay the cost of the NJSHB Plan selected by employees.

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 eligible dependents is substantially similar. The City further reserves the right, at its option, 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.

C. Employee shall contribute to the costs of the Health Benefits Insurance Plan coverages in accordance with P.L. 2011, Chapter 78.

## **11. PRESCRIPTION PLAN**

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

Co-pays for generic prescriptions are currently Five Dollars (\$5.00) and Ten Dollars (\$10.00) for brand name prescriptions (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 copayment for the Prescription Plan shall be \$10.00 for mail

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 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**

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 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. This provision shall apply for such following days and not for any prior days.

All acting positions must have a prior written approval by the Chief of Police or his designee.

That 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 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.

#### **17. LONGEVITY PAY**

A. Effective January 1, 2012 longevity is deleted. Longevity is incorporated into the wage scale, Schedule A, for existing officers. Officers hired January 1, 2012 or later are not entitled to longevity.

#### **18. WORK WEEK AND OVERTIME**

A. The City agrees to schedule patrol personnel to work a 12 hour work day consisting of a two (2) week rotation, thirty-six (36) hours one week and forty-eight (48) hours the following week. In recognition that this work schedule results in law enforcement personnel working over the required eighty (80) hours bi-weekly, the employee will earn and accumulate "Kelly Time" on an hour for hour basis, as negotiated with the PBA and agreed upon by the Appropriate Authority and the Police Chief. There shall be a mutual review of the schedule by the Appropriate Authority, 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 or the PBA may negotiate another work schedule 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



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 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 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 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.

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

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 days but not for oral warnings, or written reprimands affecting any employee covered by this agreement.

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

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 and/or the Business Administrator within five (5) calendar days following the determination at Step Two.

The Mayor and/or 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.

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**

Officers shall receive pay for an Associate Degree or a Bachelor 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 Schedule A or Schedule B.

#### **27. CLOTHING ALLOWANCE**

A clothing maintenance allowance has been incorporated in the wage scale in Schedule A or Schedule B.

#### **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**

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.

This ARTICLE is to be administered in accordance with N.J.A.C. 4 A: 6 – 1.22.

### 37. 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

5. The City agrees that any Officer suffering the loss of an initially issued item or equipment during legitimate police activity will replace said loss. The City will place an order within five (5) business days to assure the lost or damaged equipment will be replaced in a timely fashion. The item/equipment must be of equal or better quality.

6. The City agrees that if there is an intention to change from Class B uniforms (which is the standard) to Class A uniforms than, Article 37 – Equipment shall be renegotiated between the City and PBA prior to any changes the City may request.

7. 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.

**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

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.

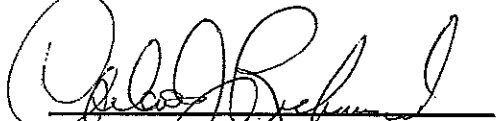
D. 1. A leave of absence without pay not exceeding three (3) months shall be granted for maternity leave purposes.

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.

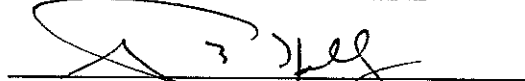
During the period of a leave of absence without pay, an employee shall not continue to accrue seniority, but shall not lose any seniority already accrued. An employee shall not accrue vacation, sick or personal time during the leave of absence without pay.

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

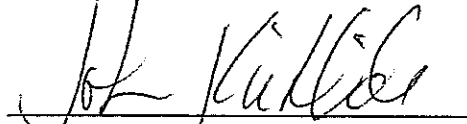
ATTEST:

  
\_\_\_\_\_  
Darlene J. Richmond, City Clerk

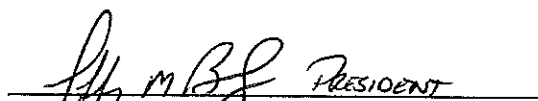
THE CITY OF BRIDGETON, IN THE  
COUNTY OF CUMBERLAND

  
\_\_\_\_\_  
Albert B. Kelly, Mayor

ATTEST:

  
\_\_\_\_\_  
Secretary

BRIDGETON POLICE, PBA LOCAL #94

  
\_\_\_\_\_  
President