

AGREEMENT

BETWEEN

THE CITY OF BRIDGETON

AND

NEW JERSEY CIVIL SERVICE ASSOCIATION  
CUMBERLAND COUNTY COUNCIL # 18

JULY 1, 2008 -- JUNE 30, 2011

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THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between THE CITY OF BRIDGETON IN THE COUNTY OF CUMBERLAND, a municipal corporation of the State of New Jersey, ("EMPLOYER") and NEW JERSEY CIVIL SERVICE ASSOCIATION, CUMBERLAND COUNTY COUNCIL #18, ("ASSOCIATION").

## PURPOSE AND INTENT

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

The parties recognize that the interests of the community and the employment security of the employees depend upon the Employer's success in establishing 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.

## ARTICLE I. RECOGNITION OF RIGHTS/LIMITATIONS

### 1.1. Recognition of Association

Pursuant to and in accordance with all applicable provisions of the New Jersey Employer-Employee Relations Act, *Chapter 303* of the Laws of 1968 (N.J.S.A. 34:13A-1 *et seq.*), as amended, the Employer does hereby recognize the Association as the sole and exclusive representative of all permanent clerical and other employees of the City of Bridgeton, excepting that this representation shall not extend to (1) Secretary to the Mayor, (2) City Clerk, (3) employees within the Office of the Business Administrator and (4) any employee otherwise excluded by law.

### 1.2. Management Rights

#### 1.2.1 Reservation of Rights

The Employer hereby reserves and retains unto itself those powers, rights, authority, duties and responsibilities conferred upon and vested in it by law including, but not limited to, the right to (a) manage and administer the affairs, property and operation of Employer, (b) direct its working forces and operations and (c) hire, promote, assign and discipline employees in accordance with the law.

#### 1.2.2 Limitations

The powers, rights, authority, duties and responsibilities of the Employer, as described above, and the exercise of discretion pursuant thereto, shall be limited only by the

requirement of conformity with the Laws of the United States of America, the Laws of the State of New Jersey, the rules, regulations and/or directives promulgated thereunder including, but not limited to, the New Jersey Department of Personnel and the terms of this Collective Bargaining Agreement.

### **1.3. Prohibited Actions**

#### **1.3.1. Discrimination**

The Employer and the Association agree that there shall not be any discrimination against any employee within the Bargaining Unit because of age, sex, marital status, race, color, religion, national origin, physical ability, political affiliation or Association membership.

#### **1.3.2. Concerted Activity**

During the term of this Agreement, the Association agrees not to engage in or support any strike, work stoppage, slow-down or other similar concerted action by employees within the Bargaining Unit nor shall any Association representative engage in any individual action or conduct which has the purpose of inducing said employees to engage in such prohibited activities.

#### **1.3.3. Reprisals.**

During the term of this Agreement, the Employer agrees not to seek reprisals, penalize, discipline or otherwise discriminate against any individual Association representative or employee within the Bargaining Unit as a result of said individual asserting any right conferred upon said individual or the membership as a whole by the terms of this Collective Bargaining Agreement nor shall the Employer or any representative of Employer institute, engage in or support a lock-out of the employees within the Bargaining Unit.

#### **1.3.4. Association Membership.**

The Association and the Employer, by and through any official, agent or representative, shall not intimidate, restrain, coerce or discriminate against any employee.

## **ARTICLE 2. ASSOCIATION REPRESENTATION**

### **2.1. Designation of Steward/Alternate**

#### **2.1.1. Number of Steward/Alternate**

There shall be one (1) duly selected representative of the Association from the membership of the Bargaining Unit, hereafter "Steward", and one (1) Alternate.

### **2.1.2. Designation of Steward/Alternate**

The Association has the exclusive right and discretion in the designation of the Steward and the Alternate as well as the delineation of their respective responsibilities and authority to act for and on behalf of the Association.

### **2.1.3. Recognition of Alternate**

An Alternate will be provided the recognition and privileges afforded a Steward, as set forth in this Agreement and, in any instance where a Steward is unable to perform his or her duties due to absence, illness or employment responsibilities or the Alternate is otherwise designated to do so by the Steward or Association.

### **2.1.4. Notification To Employer**

The Association will provide the Employer with the names of the duly selected Steward and Alternate and will promptly notify the Employer of any changes in said designations during the term of this Agreement.

## **2.2. Access to Employees**

### **2.2.1. Reasonable Access**

Association representatives will have appropriate and reasonable access to employees within the Bargaining Unit for the purpose of administering the Collective Bargaining Agreement and/or related Association business providing that said activity is confined to non-working hours (prior to and after the scheduled work day, lunch and break periods) unless prior approval is obtained from the appropriate representative of the Employer and said activity does not interfere with the work assignment(s) of the Steward and/or employees.

### **2.2.2. Use of Employer's Facilities**

The Association shall be permitted to conduct meetings with the employees at the office location maintained by Employer, provided that space is available and approval is obtained in advance of the date and time of said meeting from the designated representative of the Employer.

### **2.2.3. Use of Bulletin Board(s)**

The Association shall have access to a bulletin board prominently located in each of the general working areas maintained by the Employer. The Association may post any appropriate material pertaining to Association business, providing that said material is not profane, obscene or defamatory in nature. Materials shall be posted only by the Steward or other designated representative of the Association. All postings shall contain the signature of the Steward or such representative.

#### **2.2.4. Distribution of Information**

The Steward shall have the right to distribute information pertaining to Association business to employees at their desk/work stations during non-working hours.

### **2.3. Leave For Association Representatives**

#### **2.3.1. Investigation and Processing of Grievances**

The Steward shall be permitted during working hours without loss of pay for a reasonable length of time to investigate and process a grievance on behalf of an employee in the Bargaining Unit and/or represent said employee at a grievance proceeding provided that same does not interfere with the work assignments of the Steward.

#### **2.3.2. Attendance At Conferences**

The Steward shall be permitted during working hours without loss of pay for a reasonable length of time to attend approved conferences with representatives of Employer concerning the administration of this Agreement provided same does not interfere with the work assignments of the Steward.

#### **2.3.3. Annual Convention**

The Steward and Alternate shall be permitted a leave of absence with pay to attend the annual New Jersey Civil Service Association Convention. A certificate of attendance to said convention shall, upon request, be submitted by the Association representative in attendance. Said leave shall be inclusive of the duration of the convention with reasonable time for travel to and from said convention.

#### **2.3.4. Training**

The Steward and Alternate shall be permitted two (2) days leave with pay each year during the term of this Agreement to attend training sponsored or conducted by the Association. Said attendance shall be with the prior approval of the Employer which shall not be unreasonably withheld by Employer.

### **2.4. Payroll Deduction of Membership Dues**

#### **2.4.1. Deduction of Dues By Employer**

In accordance with all applicable provisions of the New Jersey Employer-Employee Relations Act, *Chapter 303* of the Laws of 1968 (N.J.S.A. 34:13A-1 *et seq.*), as amended, the Employer agrees to deduct from the regular pay of employees included in this Bargaining Unit the membership dues for the Association provided a dues deduction card, supplied by the Association in conformity with statutory requirements and signed by the employees, is submitted to the Employer. It is further agreed that the Employer shall remit such

deductions to the Association prior to the tenth (10<sup>th</sup>) day of the month following any month during which such deductions have been made by the Employer.

#### **2.4.2. Certification By Association**

The Association shall certify to the Employer the amount of said membership dues to be so deducted and, if there shall be any change in the rate of membership dues during the term of this Agreement, the Association shall furnish to the Employer written notice of same thirty (30) days prior to the effective date of such change.

#### **2.4.3. Request to Terminate Dues Deduction By Employee**

A request by any employee to terminate the deduction of Association dues from his or her regular pay must be in writing and tendered to the appropriate authorized representatives of the Employer and the Association. Said termination shall be effective as of January 1 or July 1 next succeeding the date on which the employee has complied with the provisions of this paragraph.

#### **2.4.4. Employee On Leave**

Any employee on a leave of absence without pay or on suspension, who has previously signed an authorization for membership dues deduction and has not timely withdrawn said authorization, shall have dues deducted from his or her regular pay in the following full pay period upon return to active employment.

#### **2.4.5. Indemnification**

The Association hereby indemnifies, saves and holds the Employer harmless against any and all claims, demands, causes of action or other forms of liability arising from or relating to any action taken by the Employer in reliance upon the membership dues deduction authorizations submitted by the Association herein.

#### **2.4.6. Payroll Deduction of Representation Fee**

a. The purpose of this paragraph is to provide for payment of representation fees as set forth in the New Jersey Employer-Employees Relations Act, Chapter 477 of the Laws of 1979 (N.J.S.A. 34:13A-1 *et seq.*), as amended, and any provisions herein which may be inconsistent with said Law shall be deemed to be modified to conform with the then existing statutory requirements and/or the rules and regulations promulgated thereunder.

b. If an employee in the Bargaining Unit is not a member of the Association during the term of this Agreement and during the period, if any, between successive Agreements, such employee shall be required to pay a representation fee to the Association during such term or period. The purpose of the representation fee is to provide payment to the Association in lieu of dues for services rendered by the Association which benefit all employees of the Bargaining Unit and thereby offset the costs of services rendered by the Association as majority



representative. In order to adequately offset the costs of services rendered by the Association, representation fees shall be eighty-five (85%) percent of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members. The following percentage is set forth solely because same is the maximum presently permitted by Law. In the event that the amount of said representation fee is modified by the Legislature, the amount of the representation fee herein will automatically be modified to the maximum then allowed by the Legislature.

c. The Employer shall submit a current list of all employees in the Bargaining Unit to the Association on a monthly basis. The Association shall submit to the Employer a list of those employees in the Bargaining Unit who have not chosen to be members of the Association. The Employer shall deduct from the salary of such employees in accordance with this *Section 2.4.6.d.*, below, the full amount of the representation fee and shall transmit same promptly to the Association. The Association shall notify the Employer in writing of any change in the list and/or the amount of the representation fee.

d. The Employer shall deduct the representation fee in equal installments, as nearly as possible, from the regular pay of each employee on the aforesaid list during the membership period fixed by the Association. The deduction will begin with the first regular pay of the employee not less than ten (10) days after the receipt of the aforesaid list by the Employer or thirty (30) days after the employee has commenced employment. If an employee previously served in a Bargaining Unit position and continued in the employ of the Employer in a Non-Bargaining Unit position or was on layoff or suspension, said deduction will commence with the first regular pay not less than ten (10) days after the resumption of the employee's employment in a Bargaining Unit position. Except as otherwise provided herein, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be identical to those used for the deduction and transmission of regular membership dues paid to the Association by payroll deduction.

e. Pursuant to the following provisions, any employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the Association a return of any portion of that fee representing the employee's additional pro-rata share of expenditures by the Association that are either in aid of activities or causes of a partisan, political or ideological nature and only incidentally related to the terms and conditions of employment or applied toward the costs of any other benefits available only to members of the Association. The pro-rata share subject to refund shall not reflect the cost of support of lobbying activities designed to foster policy goals in collective bargaining negotiations and contract administration or to secure for the employees advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the Employer.

1. An employee who claims that he or she is entitled to a return of a part or all of the representation fee on the grounds set forth above or otherwise, shall make such a claim in writing to the Association. The written claim shall set forth to the fullest extent possible the facts underlying said claim. All such claims by an employee are waived if not presented to the Association within ninety (90) days of the commencement of the payment of the

representation fee. Additionally, claims may only be presented as set forth herein on or before February 1 of each succeeding year or such claims are waived for that calendar year.

2. Within sixty (60) days after receipt of the written claim of an employee as set forth above, the Association shall investigate the claim and prepare and submit to the employee a written response to the claim.

3. If an employee is dissatisfied with the response of the Association, or if the Association fails to respond within the aforesaid sixty (60) days, the employee may appeal to the "Demand and Return" Committee of the Association for a hearing regarding the claim. Such appeal must be submitted to the Committee no later than thirty (30) days after receipt of the response of the Association or no later than ninety (90) days after the initial claim is made if there has been no response by the Association. Any appeal which is not made in a timely fashion shall be deemed waived by the employee. The appeal shall be in writing and shall set forth to the fullest extent possible the facts underlying said appeal.

4. Within sixty (60) days after receipt of the foregoing appeal, the "Demand and Return" Committee shall afford to the employee and the Association a full and fair proceeding with regard to the claim of the employee. Such claim must be based upon the criteria set forth in *Section 2.4.6.e.* above. The burden of proof shall be on the Association at such proceeding. The Committee shall render its decision within twenty (20) days after the close of said proceedings.

5. If the employee is dissatisfied with the determination of said Committee, he may appeal the matter to the Appeal Board established for this purpose pursuant to the New Jersey Public Employer-Employees Relations Act, Chapter 477 of the Laws of 1979 (N.J.S.A. 34:13A-1 *et seq.*), as amended, in accordance with procedures established by the Public Employees Relations Commission.

6. The purpose of the within procedure is to provide for a "demand and return" system through full and fair proceedings placing the burden of proof on the majority representative pursuant to the applicable statutory requirements and any amendments thereto. This procedure is to be liberally construed to be consistent with the statutory requirements and any rules and regulations promulgated thereunder.

f. All notices referred to in the foregoing provisions relating to the representation fee shall be deemed given when mailed to the appropriate party at his, her or its last known mailing address.

## ARTICLE 3. GRIEVANCE PROCEDURE

### 3.1. Definitions

#### 3.1.1. Grievance

A "grievance" is a claim by an employee within the Bargaining Unit of the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions or practices affecting one or more employees within the Bargaining Unit.

#### 3.1.2. Aggrieved Person

An "aggrieved person" is the person or the Association making the claim.

#### 3.1.3. Party In Interest

A "party in interest" is the person making the claim and any individual including the Association or the Employer who might be required to take action or against whom action might be taken in order to resolve the claim.

### 3.2. Purpose of Procedure

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### 3.3. Procedure

#### 3.3.1. Level One – Supervisor

An aggrieved person shall first submit the grievance in writing to his or her immediate supervisor within ten (10) working days of its occurrence or within ten (10) working days of the aggrieved person having knowledge or being reasonably expected to have knowledge of its occurrence. Failure to so act shall constitute an abandonment of said grievance.

#### 3.3.2. Level Two – Department Head

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One, or if no decision has been rendered within ten (10) working days of submission of the grievance, he or she may submit the grievance in writing to his or her Department Head within ten (10) working days of the decision at Level One or within ten (10) working days from the last day on which the decision should have been rendered at Level One, whichever is sooner.

### **3.3.3. Level Three – Designated Officer**

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within ten (10) working days of submission of the grievance at said level, the aggrieved person may submit the grievance in writing to the appropriate officer approved by the Business Administrator within ten (10) working days of the decision at Level Two or within ten (10) working days from the last day on which the decision should have been rendered at Level Two, whichever is sooner. The aggrieved person and/or a representative of the Association shall be permitted to appear and present the grievance before the designated officer.

### **3.3.4. Level Four – Mayor’s Committee**

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) working days of submission of the grievance at said level, the aggrieved person may submit the grievance in writing to a city committee made up of the Mayor, Department Head, Business Administrator, City Solicitor, and not more than three (3) representatives of the Association, the aggrieved party and his or her attorney to resolve the dispute.

### **3.3.5. Level Five – Arbitration**

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Four or if no decision has been rendered within ten (10) working days of submission of the grievances at said level, the aggrieved person may submit a request in writing to the Association that the grievance be submitted to arbitration. Said request must be submitted to the Association with notice to the Employer within ten (10) working days of the decision at Level Four or ten (10) working days from the last day on which the decision should have been rendered at Level Four, whichever is sooner. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days of its receipt of a request by the aggrieved person.

## **3.4. Arbitration**

### **3.4.1. List Of Arbitrators**

Within fifteen (15) working days of such written notice of submission to arbitration, the Employer and the Association shall request a list of arbitrators from the Public Employees Relations Commission. The parties shall then be accordingly bound by the rules and procedures of the Public Employees Relations Commission.

### **3.4.2. Decision and Effect**

The arbitrator’s decision shall be in writing and submitted to the Employer and the Association. Said decision shall be final and binding on the parties.

### **3.4.3. Arbitrability**

In the event the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator.

### **3.4.4. Costs**

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, if applicable, shall be borne equally by the Employer and the Association. The Employer shall provide the hearing room. Any other expenses incurred including the cost of a transcript, if applicable, shall be paid by the party incurring same.

### **3.4.5. Bad Faith**

If the arbitrator in his/her sole discretion determines that either party has acted in bad faith, the costs of the arbitration may be assessed by the arbitrator against said party.

## **3.5. Right of Representation**

### **3.5.1. Choice of Representation**

Any aggrieved person may represent himself or herself at all stages of the grievance procedure or, at his or her option, by authorized Association representative(s), including counsel retained by the Association, or retained counsel of the aggrieved person's own choice.

### **3.5.2. Limitation On Payment Of Fees**

If an aggrieved person chooses to retain legal counsel of his or her own choice, as described immediately above, the Association shall not be responsible for the payment of fees or expenses of said counsel.

## **3.6. Miscellaneous**

### **3.6.1. Written Grievances**

It is understood by both parties, that all grievances must be submitted in writing and specifically spell out the alleged violation along with the relevant Article of this Agreement. Failure of the aggrieved to sign the grievance will result in dismissal of said grievance.

### **3.6.2. Written Decisions**

Decisions rendered at Levels One, Two, Three and Four of the grievance procedure shall be in writing, setting forth the decision and the reason therefore and shall be transmitted promptly to all parties in interest and to the Association.

### **3.6.3. Time Limitations**

The time limitations indicated at each level should be considered as maximum limitations and binding upon the parties and every effort should be made to expedite the process. Said time limitations may, however, be extended by mutual agreement in writing.

### **3.6.4. Reprisals**

Reprisals of any nature, kind or degree shall not be taken by the Employer or by its representatives, agents, or employees against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

### **3.6.5. Election Of Remedies**

Employees shall have an election as to whether they shall pursue remedies under Civil Service or under the grievance procedure as set forth herein. Furthermore, employees shall have an election as to whether they shall pursue remedies under Public Employee Relations Commissions procedures relating to unfair labor practices or the grievance procedure set forth herein. In any event, any action beyond Step (2) in the grievance procedure shall constitute an election to pursue remedies under this Agreement.

### **3.6.6. Limitation On Obligations of Association**

Any provision contained within this Article or elsewhere in the Collective Bargaining Agreement shall not be construed as requiring the Association to process a grievance or to represent an employee in any proceedings instituted with the New Jersey Department of Personnel (formerly the New Jersey Civil Service Commission). The Association's decision to process any grievance at any step, including arbitration, or to terminate the grievance proceedings at any step shall be final as to the interests of the grievant and the Association.

### **3.6.7. Informal Efforts**

Any provision contained within this Article shall not be construed to discourage or prohibit an aggrieved person and/or the Association from pursuing informal efforts with the Employer to effectuate a prompt and amicable resolution of the matter in controversy.

**ARTICLE 4. SALARY AND RELATED COMPENSATION**

**4.1. Salary**

**4.1.1. Salary Program**

The parties acknowledge the existence and continuation during the term of this Collective Bargaining Agreement of a salary program for employees within the bargaining unit including the salary program for dispatchers as set forth below.

**DISPATCHER SALARY SCALE**

Dispatcher Trainee:	\$21,500	First Three Months
Dispatcher:	First Year:	\$23,000 [Fourth through Fifteen months]
	Second Year:	\$25,000
	Third Year:	\$26,500
	Fourth Year:	\$28,000
	After Fourth:	\$30,000

**4.1.2. Increase To Salary**

The parties agree to the following:

(a) Effective July 1, 2006 for the fiscal year 2006, all employees shall have their then current salary adjusted, said adjustment being a one and one-half (1 1/2%) percent increase to the compensation in effect immediately prior to July 1, 2006 or date of hire, whichever is applicable herein;

(b) Effective July 1, 2007 for the fiscal year 2007, all employees shall have their then current salary adjusted, said adjustment being a three and one-half (3 1/2%) percent increase to the compensation in effect immediately prior to July 1, 2005 or date of hire, whichever is applicable herein;

(c) Retroactive amounts for fiscal year 2006 are to be paid to employees in installments within a reasonable period of time within the context of an adopted budget. Retroactive amounts for fiscal year 2007 are to be paid in a lump sum as reasonably possible after ratification of this Agreement;

(d) The parties agree to meet during the term of the Contract to review classifications and develop and implement a salary step program for bargaining unit employees.

#### 4.1.3. Bi-Weekly Pay

All employees shall be paid on a bi-weekly basis.

#### 4.2. Overtime Pay

##### 4.2.1. Compliance with Applicable Statutes/Regulations

a. Employees shall receive compensation for overtime services in accordance with the provisions of the Fair Labor Standards Act and regulations of the United States Department of Labor issued pursuant thereto or any applicable statute of the State of New Jersey, whichever shall prevail. Time and one-half shall be paid for all work performed on scheduled holidays.

##### 4.2.2. Compensatory Time

Compensatory time may be utilized in lieu of overtime if agreed upon between the Employer and the employee.

##### 4.2.3. Minimum Call-In Time

When the municipal court clerk is called to work outside the regular work schedule, said Clerk shall be guaranteed a minimum of one (1) hour compensation at time and a half, whether or not the full one (1) hour is actually worked. In the event the work exceeds one (1) hour, said Clerk shall be guaranteed a minimum of two (2) hours compensation at time and a half, whether or not the full additional hour is actually worked. In the event the work exceeds two (2) hours, said Clerk shall receive compensation for any additional time actually worked at time and a half.

#### 4.3. Longevity Pay

##### 4.3.1. Schedule of Longevity

Employees in the bargaining unit shall receive the following Longevity Compensation:

Years of Service	7/1/06	7/1/07
On 5 <sup>th</sup> year anniversary date through 9 <sup>th</sup> year	\$1100	\$1100
On 10 <sup>th</sup> year anniversary date through 14 <sup>th</sup> year	\$1350	\$1350
On 15 <sup>th</sup> year anniversary date through 19 <sup>th</sup> year	\$1500	\$1500
On 20 <sup>th</sup> year anniversary date through 24 <sup>th</sup> year	\$1700	\$1700
On 25 <sup>th</sup> year anniversary date and thereafter	\$1900	\$1900

##### 4.3.2. Retroactivity

All longevity due individuals covered by this Agreement will receive monies retroactive pursuant to *Article 4.1.2.(c)*.



## ARTICLE 5. BENEFITS

### 5.1. Health Benefits

#### 5.1.1. Health Insurance Coverage

The Employer agrees to pay the full premium for health coverage through the New Jersey State Health Benefit Program for the employee, his or her spouse and/or dependent children if applicable. It is the responsibility of the employee to keep the Personnel Office apprised of any and all changes directly related to this coverage including but not limited to the birth of a child, deletion of a child, legal marriages and divorces, and change of address.

A. The City agrees to make no changes in the hospitalization and/or medical insurance coverage unless Council 18 has been properly notified with reasonable time to review the proposed new coverage. The City shall provide Council 18 with information reasonably necessary to evaluate the proposed new coverage. Said coverage must be as good as or better than current coverage and the City agrees to continue to pay the full premium. After review by Council 18, if equal to or better than is not agreed, Council 18 may request a third party arbitrator, as described in the grievance process herein jointly agreed to and jointly paid for by the City and Council 18, to determine if the proposed coverage is as good as or better than current coverage. Council 18 will be given twenty-one (21) days to review 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, the third party arbitrator as described above 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.

#### 5.1.2 Prescription Drug Program

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 prescriptions providing same as accepted City-wide.

B. The City agrees to make no changes in the prescription plan unless Council 18 has been properly notified with reasonable time to review the proposed new coverage. Said coverage must be as good as or better than current coverage.

#### 5.1.3. Employee Payment Of Premiums

Notwithstanding *Paragraph 5.1.2.* above, the Association acknowledges that, if the majority negotiating unit within the City of Bridgeton incorporates employee payment of all or part of the health benefit coverage or prescription coverage into its Collective Bargaining Agreement, employees within the bargaining unit subject to this Agreement will also participate by paying fifty (50%) percent of dependent coverage.

**5.2. Life Insurance**

Employees within the Bargaining Unit shall continue to receive the Group Life Insurance Benefits effective July 1, 2004, in the amount of \$6,000.00/life and \$6,000.00/dismemberment.

**5.3. Retirement Benefits**

**5.3.1. Accumulated Sick Leave**

Employees within the Bargaining Unit who enter retirement shall be entitled to receive payment for accumulated unused sick leave earned during said employee's service. The afore-described payment shall be computed by multiplying one-half (1/2) the accumulated sick days times normal daily hours times the hourly rate of the employee at the time of retirement, provided that no such payment shall exceed the sum of Fourteen Thousand (\$14,000.00) Dollars effective July 1, 2004. Payments shall be made within fifty (50) days of retirement.

**5.3.2. Vacation Benefit**

An employee who retires from employment will receive pro-rated annual vacation leave for the years of service employed, plus additional vacation pay/leave over and above the pro-rated leave according to the following schedule:

Years of Service	Additional Vacation Pay/Leave
14 years or less	No additional leave
15 – 29 years	½ leave for year over pro-rata amount
30 years or more	Full leave for year

**5.3.3. Health Insurance/Prescription Drug Benefits**

Employees within the Bargaining Unit who retire after twenty-five (25) years of service with the City of Bridgeton shall continue to be provided the medical coverage described in *Paragraph 5.1.1*, (Health Insurance Coverage), and *Paragraph 5.1.2*, (Prescription Drug Program), above, for a period of five (5) years from said date of retirement. Said medical coverage is limited to the retiring employee and shall not include dependents. At such time as the employee becomes eligible for Medicare benefits, the medical coverage provided herein shall become secondary. At such times as the employee becomes eligible for medical coverage through any subsequent employment, the medical coverage provided herein shall become secondary.

#### 5.4. Temporary Disability Insurance

During the term of this Agreement, the Employer may elect to enroll eligible employees within the Bargaining Unit in the New Jersey Temporary Disability Insurance Plan subject to the provisions of said plan and any rules and regulations promulgated thereunder. The Association acknowledges the Employer is not obligated to do so.

### ARTICLE 6. LEAVES OF ABSENCE

#### 6.1. Personal Leave

##### 6.1.1. Amount of Leave

Effective January 1, 2005, employees within the Bargaining Unit shall be entitled to four (4) days of personal leave with pay in each calendar year, said leave credit not to accumulate beyond the calendar year in which the employee earned said leave.

##### 6.1.2. New Employees

Newly hired employees shall be entitled to said personal leave upon completion of three (3) months' service within the same calendar year in which the leave is provided herein.

##### 6.1.3. Request And Approval

A request for personal leave shall be made forty-eight (48) hours in advance and must be approved by the Department Head. Requests will be granted on the basis of seniority. More than one employee within a department may not take personal leave on the same date unless the Department Head determines that same can be granted without substantial interference with the responsibilities and functions of the Employer.

#### 6.2. Holiday Leave

##### 6.2.1. Schedule of Holidays

Employees within the Bargaining Unit shall receive the following Holiday Leave:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
	Christmas Day

### **6.2.2. Enactment Of Holiday**

In the event a holiday is enacted by the President of the United States, the Legislature or the Governor of the State of New Jersey in addition to those set forth in *Sub-Paragraph 6.2.1.*, immediately above, then said holiday will be observed by the Employer.

### **6.2.3. Holiday Occurring on Sunday**

When a holiday occurs on a Sunday, it shall be observed on Monday and when it occurs on a Saturday, it shall be observed on Friday.

### **6.2.4. Holiday Pay**

Employees shall be paid at the rate of time and one-half for all hours worked on scheduled holidays.

## **6.3. Vacation Leave**

### **6.3.1. Annual Vacation Leave**

Employees within the Bargaining Unit shall be granted the following annual vacation leave with pay for and in each calendar year of employment:

(a) Upon completion of ninety days' service by an employee, one (1) working day of vacation for each month of employment during the first calendar year of said employee, (said leave to be retroactive to date of hire);

(b) Twelve (12) working days of vacation after one (1) year and through five (5) years of service;

(c) Fifteen (15) working days of vacation after five (5) years and through ten (10) years of service;

(d) Twenty (20) working days of vacation after ten (10) years and through fifteen (15) years of service;

(e) Twenty-five (25) working days of vacation after fifteen (15) years and through twenty (20) years of service;

(f) Thirty (30) working days of vacation after twenty (20) years of service and thereafter.

### 6.3.2. Accrual Of Vacation Leave

Vacation leave accrued in one year may not be carried over into the next or any succeeding year except for circumstances required by an emergency as determined by a Department Head and approved by the Business Administrator.

### 6.3.3. Pro-Rated Leave

An employee must have been continuously employed during the year to qualify for the above-stated vacation leave; employees who are employed for less than a full year shall receive pro-rated leave.

### 6.3.4. Resignation

An employee who resigns from employment shall receive pro-rated vacation leave.

### 6.3.5. Option To Buy Back Vacation Leave

When mutually acceptable to the Employer and an employee, the Employer may buy back thirty-five (35) hours to forty (40) hours of accrued Vacation Leave (whichever is applicable to the employee's work week) at said employee's rate of pay. Neither the Employer nor any employee can require the other to exercise this option. The Association acknowledges that the Employer is not obligated to exercise this option in any individual instance despite previously electing to do so.

## 6.4. Bereavement Leave

### 6.4.1 Entitlement

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:

Four (4) Days Leave	One (1) Day Leave
Spouse	Uncle
Parent	Aunt
Child	Niece
Sibling	Nephew
Grandchild	Brother-in-Law
Grandparent	Sister-in-Law
Step Parent	Son-in-Law
Step Child	Daughter-in-Law
Significant Other	
Mother-in-Law	
Father-in-Law	

#### **6.4.2. Significant Other**

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

#### **6.5. Sick Leave**

Employees within the Bargaining Unit shall be entitled to Sick Leave as regulated by the Department of Personnel and the City Personnel Policy.

### **ARTICLE 7. DONATED LEAVE PROGRAM**

#### **7.1. Purpose**

##### **7.1.1. Voluntary Donation**

The intent of this program is to permit City of Bridgeton employees to donate earned sick time and/or vacation time on a voluntary basis to another City of Bridgeton employee who is suffering from a catastrophic health condition or injury which is expected to require a prolonged absence from work by the employee or is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury.

##### **7.1.2. Eligibility Of Recipient**

An employee who is to be a recipient of donated time must first exhaust all of his/her own accumulated sick, vacation and compensatory time. The employee must also produce a doctor's certification at the onset of the illness or injury to substantiate the nature of the illness or injury and to specify the length of time that the employee will probably be absent from work. An employee who utilizes the donated sick/vacation time will be treated as a City employee on a leave of absence with pay and will not be subject to a diminishment of wages and benefits.

##### **7.1.3. Request And Approval**

The donation of sick and/or vacation time must be initiated by the employee's department. The request must on the forms provided by the Division of Personnel and must be made prior to the employee's exhaustion of all accumulated sick and vacation time. Upon approval by the Business Administrator, all City of Bridgeton employees are eligible to donate sick/vacation time on a voluntary basis.

#### **7.2. Duration Of The Program**

The pilot program will be effective during the term of the Collective Bargaining Agreement.

### 7.3. Eligibility

#### 7.3.1. Recipient

A City of Bridgeton employee shall be eligible to receive donated sick and/or vacation leave from other City employees if the employee meets all of the following criteria.

##### (a). Catastrophic Health Condition Or Injury

The recipient must be suffering from a catastrophic health condition or injury which necessitates said employee's prolonged absence from work and for which said employee has no availability to paid leave.

##### (b). Medical Verification

The recipient must produce acceptable medical verification from a physician or other licensed health care provider. The medical verification must indicate the nature, severity and anticipated duration of the disability resulting from the serious health condition or injury involved.

##### (c). Length Of Continuous Service

The recipient must have completed at least one year of continuous service with the City of Bridgeton.

##### (d). Exhaustion Of Paid Leave

The recipient must have exhausted all accrued paid leave time including compensatory time off, sick leave and vacation leave.

#### 7.3.2. Donor

An employee to be eligible to donate leave to another employee must meet the following criteria.

##### (a) Whole Days

A Donor can only donate whole days of either sick leave or vacation leave, or a combination thereof.

##### (b) Amount Of Accrued Leave

The Donor must have at least twenty (20) days of accrued sick leave if donating sick leave and at least twelve (12) days of accrued vacation leave if donating vacation leave.

**(c) Solicitation Or Acceptance**

The Donor must not have solicited nor accepted anything of value for the donation.

**7.4. Procedure**

**7.4.1. Request To Participate**

Any employee may request to participate as a recipient in this program by contacting their department head. The department will require medical documentation concerning the nature, severity and anticipated duration of the medical emergency involved. The department head will provide the proper forms to the eligible employee. Both the department head and the Business Administrator must approve of the eligibility of any employee before he/she can participate in the program. Decisions and approvals regarding eligibility will be made on a case-by-case basis.

**7.4.2. Posting of Eligible Employees**

Once a recipient is approved for the program, the department will post on employee bulletin boards or communicate by other appropriate means, the name(s) of eligible employee(s) who will have exhausted all earned paid leave time by a designated date. The posting will be done only with the recipient's consent. If the employee is unable to consent, the employee's family may consent on behalf of the employee. Notice shall be provided for all appropriate majority representatives.

**7.4.3. Voluntary Contribution**

The Donor and the recipient (or family representative) will fill out the required forms. No one shall directly or indirectly intimidate, threaten or coerce or attempt to intimidate or coerce any other employee of the purpose of interfering with any right which such employee may have with respect to contributing, receiving or using paid leave under this program. The above shall include promising to confer or conferring any benefit (such as appointment, promotion or compensation) or effecting or threatening to effect any reprisal (such as deprivation of appointment, promotion or compensation). An affidavit to this effect shall be signed by the Donor. Any employee who engaged in the above prohibited conduct shall be subject to disciplinary action.

**7.4.4. Reduction Of Donor's Leave**

The Donor's leave time will be reduced by the number of days which are to be donated with regard to vacation and sick time leave balances.



#### **7.4.5. Crediting To Recipient's Leave**

The eligible recipient's leave time will be credited with the donated time indicating the name of the Donor. The recipient may receive days from more than one Donor but may not use a total of more than 180 donated days. Records shall be maintained showing Donor's name, number and type of days donated.

#### **7.4.6. Remaining Donated Leave**

Should an employee return to work or otherwise terminate the use of leave with donated time remaining, that time will be returned to the Donor on a prorated basis in days. In the event of multiple Donors, the remaining donated time will be returned to them on a prorated basis in days. Any proration that would amount to less than one day per donor will not be returned.

#### **7.4.7. Recipient's Earning Of Sick/Vacation Leave**

The recipient employee while using donated leave will continue to earn sick and/or vacation leave. If the earned sick leave is unused when the employee returns to work, all such earned time shall be retained by the recipient employee and credited to the employee's accrued sick leave time.

#### **7.4.8. Retirement Of Recipient**

If the leave recipient retires, he/she will not be granted supplemental compensation for any unused sick days which he/she received through the donated sick leave program.

#### **7.4.9. Revocation By Donor**

Once the sick and/or vacation leave has been donated, it may not be revoked by the donor.

#### **7.4.10. Retroactive Donations**

Donations may not be used on a retroactive basis.

### **7.5. Approved Forms**

#### **7.5.1. Donor Transfer Form**

An approved Donor Transfer Form is attached and made a part of this Agreement as Schedule "A".

**7.5.2. Recipient Affidavit**

An approved Recipient Affidavit is attached and made a part of this Agreement as Schedule "B".

**ARTICLE 8. PERSONNEL**

**8.1. Work Assignments**

**8.1.1. Fulfillment Of Duties**

An employee shall fulfill to the best of his or her ability the duties and responsibilities of his or her position.

**8.1.2. Work Assignments**

An employee shall perform any reasonable work assignment requested by a supervisor unless said assignment would result in a reduction of the employee's rate of pay.

**8.2. Conduct**

**8.2.1. Standard Of Employment**

During the applicable hours of duty and subject to such other laws, rules and regulations that pertain thereto, an employee shall devote his or her full time, attention and efforts to his or her employment.

**8.2.2. Use Of Position**

An employee shall not use his or her position to secure a special privilege, exemption for himself or herself or for the benefit of any other person or entity.

**8.2.3. Use Of Municipal Property**

An employee shall not use property or equipment belonging to the Employer for private use or any other use than that which serves the public interest of the Employer.

**8.2.4. Confidentiality**

An employee shall not disclose confidential information gained during the course or as a result of his or her employment except as authorized or required by law nor shall an employee use such information for his or her personal gain or benefit.

**8.2.5. Consumption of Alcoholic Beverages**

An employee shall not bring or consume any alcoholic beverage on property owned or maintained by the Employer at any time. An employee is strictly forbidden from consuming any alcoholic beverage during working hours. Any violation of this provision will subject the employee to suspension.

**8.2.6. Tardiness**

**(a) Unauthorized Tardiness**

Unauthorized tardiness for fifteen (15) minutes or more may subject an employee to discipline. Unauthorized tardiness of less than fifteen (15) minutes occurring twice or more in any one week may also subject an employee to discipline.

**(b) Definition**

Unauthorized tardiness is defined herein as any instance when an employee reports for employment after the beginning of his or her assigned shift or starting time without same being excused by the immediate supervisor and the Department Head. Any tardiness must be made up within the same work week.

**(c) Discipline**

The following disciplinary action may result for such unauthorized tardiness:

Occurrence	Discipline
1 <sup>st</sup> time	Written warning
2 <sup>nd</sup> time	Written reprimand
3 <sup>rd</sup> time	One (1) day suspension
4 <sup>th</sup> time	Two (2) day suspension
5 <sup>th</sup> time	Three (3) day suspension

**(d) Twelve Month Limitation**

Any disciplinary action for unauthorized tardiness must occur within twelve (12) months of the violation which resulted in the initial action.

**8.2.7. Absence Without Approved Leave**

An absence without approved leave shall be without pay and may subject an employee to discipline. Such an absence for five (5) consecutive work days shall be deemed a termination of employment unless reconciled by a subsequent grant of leave in the discretion of the Department Head.

### **8.3. Discipline**

#### **8.3.1. Just Cause**

Any discipline of an employee, including a written reprimand, suspension, fine, demotion or discharge, shall be for just cause and in conformity with applicable regulations of the Department of Personnel. Demotions or discharges resulting from layoffs/bumping procedures required or permitted by the Department of Personnel shall not be considered discipline herein.

#### **8.3.2. Representation**

An employee is entitled to have an Association representative present at any conference or hearing held by the Department of Personnel, any departmental hearing held by the Employer and any conference between an employee and any representative(s) of the Employer which has, as its purpose, the implementation or review of disciplinary action to be taken against an employee.

### **8.4. Termination Of Employment**

#### **8.4.1. Return of Property**

Upon termination of employment, an employee shall return to the Employer any and all uniforms, equipment, identification cards, hospitalization/prescription cards and any other property assigned to said employee or in his or her possession. Same shall be returned prior to the issuance of a final paycheck by the Employer.

#### **8.4.2. Notice - Resignation**

An employee who resigns from employment is expected to provide his or her Department Head a minimum of two (2) weeks notice in writing in order to be considered as having resigned in good standing. The Department Head shall timely forward said notice to the Business Administrator.

## **ARTICLE 9. CIVIL SERVICE**

This Agreement is intended to comply with the Constitutions of the United States and the State of New Jersey, respectively, the New Jersey Employer-Employees Relations Act, Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-1 et seq.), as amended, and the New Jersey Civil Service Act, Chapter 112 of Laws of 1986 (N.J.S.A. 11A-6-16 et seq.), as amended, all other statutes as enacted by the Legislature of the State of New Jersey applicable to public employees regardless of whether said statutes are specifically referred to in this Agreement, the rules and regulations of the New Jersey Public Employment Relations Commission and the rules and regulations of the New Jersey Department of Personnel (formerly The New Jersey Civil Service Commission). In the event there is a conflict between any term or provision of this Agreement and the foregoing statutory or regulatory provisions, it is the expressed intent of the parties that

the foregoing statutory and/or regulatory provisions be deemed controlling and binding upon the parties herein.

## **ARTICLE 10. MISCELLANEOUS PROVISIONS**

### **10.1 Savings Clause**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees within the Bargaining Unit as established by statute, rule, regulations, resolution, administrative policy, procedure or practice, in force on said date, shall continue to be so applicable during the term of this Agreement.

### **10.2. Severability**

It is understood and agreed that, if any provision of this Agreement is determined to be contrary to law, such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect, the remaining provisions of this Agreement not being affected thereby.

### **10.3. Breach Of Agreement**

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.

### **10.4. Embodiment Of Agreement**

This document constitutes the sole and complete agreement between the parties of those terms and conditions governing the employment of employees within the Bargaining Unit as represented by the Association. The parties acknowledge each has had the respective opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining provided, however, that upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the terms and conditions embodied in this Agreement. Any prior commitment or agreement between the Employer and the Association or any individual employee within the Bargaining Unit is superseded upon execution of the within Agreement.

### **10.5. Personnel Regulations**

It is understood and agreed that the Personnel Regulations shall apply in all cases and for all matters not covered by this Agreement. It is further stated that the personnel manual in effect immediately prior to the effective date of this Agreement shall remain in effect unless otherwise voided by this Agreement.

10.6. Police Dispatchers

Police dispatchers shall receive uniforms in accordance with Police Department policies.

ARTICLE 11. TERM OF AGREEMENT

11.1 Term

This Agreement shall be in effect until June 30, 2006, and year to year thereafter, unless modified by a subsequent Agreement.

11.2. Negotiations Of Successor Agreement

Within ninety (90) days of the expiration date of this Agreement, the parties shall commence negotiations regarding the terms and conditions of a new Agreement. If the Public Employment Relations Commission should modify the afore-described time period in which the parties are obligated to commence negotiations, the time period so modified shall apply herein.

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

ATTEST:

Mary L. Lumb  
DEPUTY CITY CLERK

CITY OF BRIDGETON  
By: [Signature]  
MAYOR

NEW JERSEY CIVIL SERVICE ASSOCIATION  
CUMBERLAND COUNCIL 18

Kathleen M. Dragotta  
PRESIDENT

Mark Pien  
UNIT REPRESENTATIVE

\_\_\_\_\_  
UNIT REPRESENTATIVE

Kathleen E. Butcher  
UNIT REPRESENTATIVE

Amy M. Cronley  
UNIT REPRESENTATIVE

SCHEDULE "A"

CITY OF BRIDGETON  
DONATED LEAVE PROGRAM

DONOR TRANSFER FORM

I hereby direct the Division of Personnel to transfer leave credit as indicated below to be used as the recipient's personal sick leave.

DONATION SECTION:

RECIPIENT: \_\_\_\_\_

\_\_\_\_\_ I wish to donate SICK DAYS. This will not reduce my sick leave balance below 10 accrued sick days.

\_\_\_\_\_ (#) Sick Days Donated

\_\_\_\_\_ Signature

\_\_\_\_\_ I wish to donate VACATION DAYS.

\_\_\_\_\_ (#) Vacation Days Donated

\_\_\_\_\_ Signature

CERTIFICATION SECTION:

I certify that I have not solicited or accepted anything of value for the donation of paid leave time.

\_\_\_\_\_ DATE

\_\_\_\_\_ PRINT NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DIVISION

\_\_\_\_\_ OFFICE PHONE

\_\_\_\_\_ ADDRESS

RETURN TO: Business Administrator, City of Bridgeton, City Hall, E. Commerce Street, Bridgeton, New Jersey 08302

FOR USE BY THE DIVISION OF PERSONNEL OFFICE:

\_\_\_\_\_ Your request to transfer the above sick and/or vacation day(s) has been approved.

This is to advise you that your sick and/or vacation days will not be transferred for the following reason(s):

\_\_\_\_\_ Employee has already received the maximum number of 180 donated days.

\_\_\_\_\_ Your current sick balance will be reduced below of 10 accrued sick days to donate.

\_\_\_\_\_ You do not have accrued vacation days to donate.

\_\_\_\_\_ Other: \_\_\_\_\_

S C H E D U L E " B "

CITY OF BRIDGETON  
DONATED LEAVE PROGRAM

RECIPIENT AFFIDAVIT

1. I have read the procedures regarding the Donated Leave Program and I consent to participation in this program.
2. I hereby request to participate in the Donated Leave Program for the following reason(s):  
\_\_\_\_\_
3. I have attached a doctor's certification to this affidavit attesting to the nature of my catastrophic health condition or injury. According to my doctor, I expect to be absent from work until: \_\_\_\_\_
4. I certify that I have not solicited or accepted anything of value for the donation of paid leave time.
5. I have not directly or indirectly intimidated, threatened or coerced or attempted to intimidate, threaten or coerce any employee for the purpose of obtaining a donation of paid leave.
6. I have not interfered with any right which another employee may have with respect to contributing, receiving or using paid leave under this program.
7. I understand that I cannot receive temporary disability (TDI) benefits for the same period that I am paid wages from donated sick and/or vacation leave or while using any of my own leave time.
8. I also understand that the Temporary Disability Benefits Law requires that I use all of the donated leave before benefits can be paid.

\_\_\_\_\_  
NAME (PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

\_\_\_\_\_  
HOME TELEPHONE NUMBER

\_\_\_\_\_  
DATE