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A G R E E M E N T

Between

Bridgeton City, NJ  
THE CITY OF BRIDGETON, IN THE COUNTY OF CUMBERLAND

and

CUMBERLAND COUNTY POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL #94

X January 1, 1988 through December 31, 1990

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C O N T R A C T

PREAMBLE

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1988, by and between THE CITY OF BRIDGETON, IN THE COUNTY OF CUMBERLAND, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as the "Employer") or the "City") and CUMBERLAND COUNTY POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL #94, (hereinafter referred to as the "Association") represents the complete and final understanding on all bargainable issues between the City and the Association.

PURPOSE AND INTENT

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

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

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

1. RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A5.1 et seq.), the Employer does hereby recognize the Association as the sole and exclusive representative of the employees of the Division of Police, in the Department of Fire and Police, excepting that this representation shall not extend to any management executive nor any supervisor having the power to hire, discharge, discipline or to effectively recommend the same (but shall specifically include police officers, sergeants and lieutenants), nor any person who is employed in a clerical or similar position in the aforesaid Division of any persons employed on an hourly or part-time basis. 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. The following individuals shall also be included in the bargaining unit due to the fact that by

established practice the Association has bargained for them:

Juvenile Officer	Elizabeth Gould
Police Radio Dispatchers	Paul Bourgeois Thomas Hamlyn Leo Rock
Identification Officer	Jay Wallace

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.

## 2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is recognized that the management of the Division of Police in the Department of Fire and Police, the control of properties and the maintenance of order and efficiency, is solely a responsibility of the City. Accordingly, the City retains the rights, including but not limited to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision

necessary, machinery and tool equipment, methods, schedules of work, together with selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in the Agreement and to make reasonable and binding rules which shall not be inconsistent with the Agreement.

### 3. UNION SECURITY AND DUES CHECK OFF

The Employer agrees to deduct from the wages of any employee who is a member of the Association, all Association dues and initiation fees, if any, as provided in a written authorization form used by the Employer herein, provided that the said form shall be executed by the employee. The written authorization for 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.

The Employer agrees to provide this service without

charge to the Association.

Neither membership in the Association or non-membership shall be a condition of employment or continued employment.

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.

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

#### 4. VACATIONS

(1) Vacation Period:

Vacations will, insofar as possible, be granted at time most desired by employees according to their seniority. No more than one (1) employee may be on vacation at the same time unless the department head is satisfied that he has sufficient personnel to operate efficiently. Employee shall give notice of vacation requests by March 1. Requests for vacation after March 1 may be granted by the department head,

at his discretion. An employee, with the prior approval of the department head may split his vacation period in the following manner:

- A: Two times, if he has 15 paid vacation days;
- B: Four times if he has 20 paid vacation days;
- C: Five times if he has 25 or more paid vacation days, or;
- D: In any manner approved by the department head.

(2) Eligibility:

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

- A: 90 days to 1 year - one (1) day for each month of employment, retroactive to the date of hire.
- B: 1 year to 5 years - 12 days.
- C: 5 years to 10 years - 15 days.
- D: 10 years to 15 years - 20 days.
- E: 15 years to 20 years - 25 days.
- F: 20 years or more - 30 days.

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

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, five days of vacation at his rate of pay. Said option is a mutual one and neither party may require the utilization of the option by the other.

#### 5. HOLIDAYS

Employees will receive holiday pay which is 8 hours straight time for the following fourteen (14) holidays only:

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

If the Mayor declares a holiday other than the

fourteen (14) mentioned above, employees who work will receive holiday pay for that day. If City Hall is closed for any reason beyond the control of the City there will be no holiday pay.

Police Lieutenants shall not be required to actually work New Year's, July 4th, Labor Day, Thanksgiving Day or Christmas Day but shall be required during the calendar year to make up 40 hours work.

#### 6. PERSONAL DAY

Employees will receive two (2) personal days which will, insofar as possible, be granted at the time most desired by employee according to their seniority. No more than one employee may take a personal day at the same time unless the department head is satisfied that he has sufficient personnel to operate efficiently. Employee will give notice of taking personal day at least 48 hours in advance and shall be taken only with approval by the department head.

#### 7. LIFE INSURANCE

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

## 8. FUNERAL LEAVE

A: If death occurs, among members of employee's immediate family or household, the employee will be granted three (3) days leave, which shall not be charged to sick leave.

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

C: If death occurs to the employee's mother-in-law, or father-in-law, the employee shall be granted two (2) days leave not to be charged to sick leave.

D: If death occurs among other relatives of employee, the employee shall be granted one (1) day leave, not to be charged to sick leave.

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

## 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

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

11. PRESCRIPTION PLAN

The Employer agrees to provide a prescription plan for the employees, their spouses and/or dependent children, providing for a maximum payment of \$1.00 per prescription by the employee for persons eligible under this plan.

12. ABSENCE WITHOUT LEAVE

An absence of an employee from duty, including an absence for a single day or part of a day, that is not authorized by a specified grant of leave of absence shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject for disciplinary action. In absence of such disciplinary action, any employee who absents himself for five (5) consecutive days without leave shall be deemed to have terminated his employment. Such action may be

reconciled by a subsequent grant of leave at the option of the department head.

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 title, so long as they suffer no reduction in their rate of pay.

B. A patrolman assigned as Acting Sergeant by the Director of Fire and Police shall be paid commensurate with that particular assignment for the entire time he is assigned as Acting Sergeant.

C. A Sergeant assigned as Acting Lieutenant by the Director of Fire and Police shall be paid commensurate with that particular assignment for the entire time he is assigned as Acting Lieutenant.

D. A Lieutenant assigned as Acting Chief by the

Director of Fire and Police shall be paid commensurate with that particular assignment for the entire time he is assigned as Acting Chief.

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

#### 15. WAGES

The City agrees to pay employees the following amount for the calendar years:

	1988	
	Jan 1	July 1
Police Officers - Newly Appointed	\$ 17,232.00	\$ 17,404.00
Police Officers - After School	17,549.00	17,724.00
Police Officers - Second Year	20,116.00	20,317.00
Police Officers - Third Year	24,932.00	25,181.00
Police Officers - Fourth Year	25,337.00	25,590.00
Police Officers - Fifth Year	26,378.00	
Police Officers - Assigned Detective	27,930.00	
Juvenile Officer Hired Prior to 1/1/81	26,378.00	
Police Radio Dispatchers Hired		

	Prior to 1/1/81	26,378.00
Identification Officer		26,378.00
Police Sergeant		29,252.00
Police Lieutenant		30,653.00

The City agrees to pay employees the following amount  
for the calendar year:

	1989	
	Jan 1	July 1
Police Officers - Newly Appointed	\$ 18,100.00	\$ 18,372.00
Police Officers - After School	18,433.00	18,710.00
Police Officers - Second Year	21,130.00	21,447.00
Police Officers - Third Year	26,188.00	26,581.00
Police Officers - Fourth Year	26,614.00	27,013.00
Police Officers - Fifth Year	27,433.00	27,982.00
Police Officers - Assigned Detective	29,047.00	29,628.00
Juvenile Officer Hired Prior to 1/1/81	27,433.00	27,982.00
Police Radio Dispatcher Hired Prior to 1/1/81	27,433.00	27,982.00
Identification Officer	27,433.00	27,982.00
Police Sergeant	30,422.00	31,183.00

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08302

Police Lieutenant 31,879.00 32,676.00

The City agrees to pay employees the following amount  
for the calendar year:

	1990	
	Jan 1	July 1
Police Officers - Newly Appointed	\$ 19,199.00	\$ 19,487.00
Police Officers - After School	19,552.00	19,845.00
Police Officers - Second Year	22,412.00	22,748.00
Police Officers - Third Year	27,777.00	28,194.00
Police Officers - Fourth Year	28,229.00	28,652.00
Police Officers - Fifth Year	29,241.00	29,972.00
Police Officers - Assigned Detective	30,961.00	31,735.00
Juvenile Officer Hired Prior to 1/1/81	29,241.00	29,972.00
Police Radio Dispatchers Hired Prior to 1/1/81	29,241.00	29,972.00
Identification Officer	29,241.00	29,972.00
Police Sergeant	32,742.00	33,397.00
Police Lieutenant	34,310.00	34,996.00

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16. LONGEVITY PAY



Effective January 1, 1988, a longevity schedule shall be implemented on an annual calendar pro-rata basis as follows:

- (1) After five (5) years of service - \$275.00
- (2) After ten (10) years of service - \$500.00
- (3) After fifteen (15) years of service - \$700.00
- (4) After twenty (20) years of service - \$900.00

Effective January 1, 1989, a longevity schedule shall be implemented on an annual calendar pro-rata basis as follows:

- (1) After five (5) years of service - \$300.00
- (2) After ten (10) years of service - \$550.00
- (3) After fifteen (15) years of service - \$750.00
- (4) After twenty (20) years of service - \$950.00

Effective January 1, 1990, a longevity schedule shall be implemented on annual calendar pro-rata basis as follows:

- (1) After (5) years of service - \$ 350.00
- (2) After ten (10) years of service - \$600.00
- (3) After fifteen (15) years of service - \$800.00
- (4) After twenty (20) years of service - \$1,000.00

Each employee will be eligible for longevity pay commencing with the first day of the month following the month in which the employee has reached the aforementioned levels of

service.

#### 17. OVERTIME PAY

All employees covered by this Contract shall be paid on the basis of 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, beginning July 1, 1982. The foregoing shall not apply with respect to those hours which are worked by individuals on sixth day shift which periodically appears in the work schedule. In computing overtime, the sixth day shift hours shall not be considered as part of the average work week.

#### 18. OVERTIME - ASSIGNMENT

Overtime shall be classified and assigned on the following basis:

(1) Scheduled overtime shall be overtime which is approved by the Director or his designee, for that particular work at least three (3) days in advance of the time when the overtime is to be worked. For this overtime a complete roster

of each rank shall be kept in order of seniority. Overtime will be assigned on a rotating basis and each time overtime is assigned to an individual, the next assignment will be first offered to the next man on the roster, provided that if any man is scheduled to work his regular tour of duty at the time the overtime is scheduled or any man refuses to work scheduled overtime, the assignment shall be given to the next man on the list not scheduled for a regular tour of duty and assignment will be made thereafter beginning with the last man to have been assigned scheduled overtime.

(2) Call back overtime shall be overtime approved by the Director of Fire and Police, or his designee to assist a regular shift. The Director or his designee shall have the option to determine the shift that is not working from which he will call in employees to increase the strength of the working shift; provided, that the employees on the shift to be called in shall be called on a rotating basis from a roster of each shift maintained on the basis of seniority.

(3) Emergency overtime shall be overtime approved by the Director of Fire and Police, or his designee because an emergency has arisen. In this event the parties hereto agree that the Director of Fire and Police, or his designee may call in any available police officer.

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

19. STATE CONVENTIONS AND DISTRICT MEETINGS

Leave of absence with pay shall be given to the President, State Delegate and one Alternate of P.B.A. Local #94, for attendance at the State Convention of the Policemen's Benevolent Association. In addition thereto, the State Delegate shall receive leave with pay to attend District Meetings of the Policemen's Benevolent Association.

20. SEVERANCE PAY

It is stipulated and agreed that employees who retire having accumulated sick days shall be compensated up to \$9,000.00. The amount to be compensated shall be computed by multiplying one-half the accumulated sick days time 8 hours times the hourly rate of said employee at the time of his retirement.

21. PERSONNEL REGULATIONS

It is understood and agreed that the personnel regulations and the Police Manual adopted by the City of

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

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

22. NEW JERSEY STATUTES RELATING TO POLICE

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

23. OTHER EMPLOYMENT

No member of the Association shall engage in any other form of employment without having obtained prior approval of the Director of Fire and Police of the City of Bridgeton, who shall deny such permission only upon ascertaining that said outside employment with the Police Department of

the City of Bridgeton will bring discredit to said Police Department.

#### 24. 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.

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

##### C. Steps of 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:

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

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

STEP TWO:

A. In the event the grievance has not been resolved in or at Step One, the P.B.A. shall, in writing and signed, file the grievance with the Director within five (5) calendar days following the determination at 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.

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

STEP THREE:

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

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

STEP FOUR:

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

B. Arbitration.

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



1. The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party(ies) within ten (10) working days following receipt of the Mayor, council and solicitor's determination.

2. The party demanding arbitration shall file a notice of arbitration with the New Jersey State Board of Mediation. Such arbitration shall be conducted in accordance with the Rules and Regulations of said board.

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 any way 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 to be a negative response and upon the termination of the applicable time limits the grievant may proceed to the next step.

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

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

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

5. Action in the form of an appeal to the Civil Service Commission shall constitute an election to pursue remedies under Civil Service.

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

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

25. COLLEGE CREDITS

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

B. Payments under the College Credit Program shall be upon the satisfactory completion of the following number of credits:

Effective January 1, 1988, Seven (\$7.00) Dollars per credit for all credits earned provided the employee has earned a minimum of thirty (30) credits.

Effective January 1, 1990, Eight (\$8.00) Dollars per credit for all credits earned provided the employee has earned a minimum of thirty (30) credits.

C. Payments shall not be a part of the base salary of the Employee and payments will be made after submitted by voucher after the budget is adopted.

Any full-time employee who desires to better equip himself in the performance of his assigned duties through attendance in various recognized training and education programs that are offered from time to time by college, vocational schools or state agencies may receive assistance from the City of Bridgeton. This assistance will be in the form of reimbursement to the employee for registration, books and laboratory fees for courses of training related to the employees' employment upon certification of successful completion of such courses or training. All applications for such assistance must be made to the department head in advance of the anticipated course or training desired and approved by the department head and Business Administrator. Employees participating in such a program shall be expected to remain in the service of the City of Bridgeton for a period of one year. In the event they should voluntarily terminate their services the City shall require that the employee will reimburse the City

one-half of the education expenses it paid.

26. CLOTHING MAINTENANCE ALLOWANCE

A. Commencing January 1, 1988, an annual clothing maintenance allowance for cleaning and tailoring of \$200.00 will be paid pro-rata to employees who have completed a year of service as of December of each year. The payment will be made in December of each year by voucher.

Commencing January 1, 1989, an annual clothing maintenance allowance for cleaning and tailoring of \$250.00 will be paid pro-rata to employees who have completed a year of service as of December of each year. The payment will be made in December of each year by voucher.

B. Detectives shall be allowed a clothing allowance of \$600.00, per year, effective January 1, 1988.

Detectives shall be allowed a clothing allowance of \$650.00, per year, effective January 1, 1989.

27. 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.

#### 28. SAVINGS CLAUSE

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

#### 29. RATIFICATION BY ASSOCIATION AND EMPLOYEES

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

#### 30. 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 the City and the Association or any individual employee covered by this Agreement is hereby superseded.

#### 31. TERM OF AGREEMENT

This Agreement shall be in effect until December 31, 1990.

#### 32. CHANGE IN WORKING CONDITIONS

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

#### 33. SUBSEQUENT NEGOTIATIONS

Ninety (90) 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

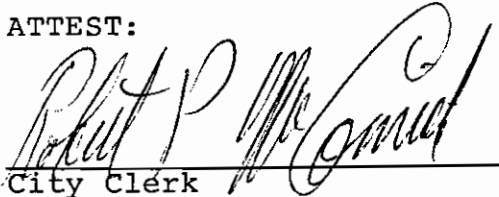
negotiations, the rules of the Public Relations Commission shall apply.

34. UNUSED SICK DAYS

In the event an employee covered under this contract does not utilize any sick days during the calendar year then said employee shall forthwith in the succeeding year receive one day's pay as a bonus.

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

ATTEST:

  
City Clerk

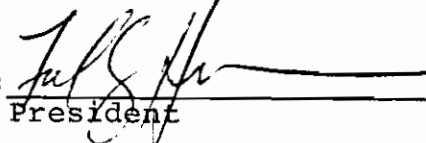
THE CITY OF BRIDGETON, IN THE  
COUNTY OF CUMBERLAND

BY:   
Mayor

ATTEST:

  
Secretary

CUMBERLAND COUNTY POLICEMEN'S  
BENEVOLENT ASSOCIATION, LOCAL  
#94

BY:   
President