

1977

THIS AGREEMENT entered into this 19th day of January, 1977, by and between THE CITY OF BRIDGETON, in the County of Cumberland, hereinafter referred to as the "Employer" or the "City", and CUMBERLAND COUNTY POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL #94-S, hereinafter referred to as "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 as amended (N.J.S.A. 34:13A-5.1 et seq.), the Employer does hereby recognize the Association as the sole and exclusive representative of the Sergeants of the Division of Police, in the Department of Fire and Police. The representation shall extend to grievances and terms and conditions of employment. The City shall compile a list of individuals together with their job title included in

the bargaining unit in the Division covered by this Contract.

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 the 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 to this Agreement and to make reasonable and binding rules which shall not be inconsistent with this 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 Association dues deduction shall remain in full force and effect during the period of this Contract; 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 nor 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

A. Vacation Period:

- (1) 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 period at least two (2) weeks prior to commencement of same. A shorter notice period may be granted by the department head. An employee shall take the entire vacation period allotted to him consecutively and there shall be no division of vacation periods allotted without prior approval of the department head.
- (2) Eligibility: Employees shall receive the following paid vacations based on 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

(3) When an official holiday occurs during a scheduled vacation, the employee shall be entitled to an additional vacation day. He shall also receive holiday pay for such official holiday.

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.

5. HOLIDAYS

Employees will receive holiday pay for the following twelve (12) holidays:

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

6. PERSONAL DAY

Employees will receive one (1) personal day which will, insofar as possible, be granted at time most desired by employees 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 plan will be continued during the term of this Agreement.

8. FUNERAL LEAVE

A. If a death occurs among members of the 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 among other relatives of the employee, the employee shall be granted one (1) day leave, to be charged to sick leave.

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

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" and the "Rider J" addendum 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. 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 or 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 the 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.

12. 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.

13. WORK ASSIGNMENTS

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

(B) A sergeant assigned as Acting Chief of Police by the Director of Fire and Police shall be paid commensurate with that particular assignment for the entire time he is assigned Acting Chief of Police for a period in excess of two days.

14. WAGES

City agrees to pay employees at the rate of \$15,561.00 for the calendar year 1977, said rate to be effective as of January 1, 1977.

15. OVERTIME

(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.

(B) 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.

16. 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 and for all matters not covered by this Agreement.

17. CIVIL SERVICE

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

18. 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.

19. 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 give such permission only upon ascertaining that said employment will not in any way interfere with said member's employment with the Police Department of the City of Bridgeton and upon being assured that said employment will not bring discredit on said Police Department.

20. GRIEVANCES

A grievance is hereby defined as "any alleged violation, misapplication or misinterpretation of the terms and conditions of this Agreement".

The definition as stated above will be applied to the existing Contract between the City and Cumberland County Policemen's Benevolent Association #94-S when a question arises as to whether a grievance has occurred or is occurring. If it is found that a grievance does exist, then the following steps will be followed in presenting the grievance by the aggrieved party:

STEP 1: Between the aggrieved employee and the Police Chief (with or without his Local P.B.A. grievance chairman). If no satisfactory agreement is reached within five (5) working days of this meeting, then,

STEP 2: Between the Local P.B.A. grievance chairman and the aggrieved party and the Director of Fire and Police. If no acceptable solution is reached within ten (10) working days of this meeting, then,

STEP 3: A meeting shall be arranged between the Mayor, Director of Fire and Police, Business Administrator and City Solicitor and not more than five (5) representatives of the P.B.A., the aggrieved party and their attorney to resolve the dispute.

It is understood by both parties, that all grievances must be submitted in writing, and specifically spell out the alleged violation along with the paragraph of the contract which is being violated. Failure of the aggrieved to sign the grievance will result in dismissal of said grievance. If the Association processes a grievance beyond Step 1, the Association shall give notice in writing to the appropriate City official that a grievance has not been resolved in the next proceeding step and said notice shall request that said City official

arrange a meeting with the Local Association Grievance Chairman or representative pursuant to this section.

It is understood that should any grievance be resolved pursuant to Steps 1 through 3 of the Agreement, both parties to this Agreement shall execute a memorandum of agreement setting forth the facts of the grievance and basis for resolving the same, and in any event the answering of the City official pursuant to any step in the grievance procedure shall always be in writing.

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.

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

Action beyond Step 2 of the grievance procedure shall constitute an election to pursue remedies under the Contract.

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

21. BREACH OF CONTRACT EFFECT

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

22. 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 provision shall prevail, and the remainder of this Agreement shall not be affected thereby.

23. 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 Agreements 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.

24. 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 may further amplify or interpret the terms of this Agreement. Any prior commitment or agreement between the City and the Association or any individual employee covered by this Agreement is hereby superseded.

This Agreement shall be in effect until December 31, 1977, and thereafter until modified.

Ninety (90) days prior to the expiration date of this Agreement, the parties shall meet to discuss and negotiate regarding the 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.

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

ATTEST:

THE CITY OF BRIDGETON

Matthew A. ...

BY:

E. Morgan Maxwell, Jr.

E. MORGAN MAXWELL, JR.,
MAYOR

ATTEST:

CUMBERLAND COUNTY POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL
#94-S

Barbara C. Turpin

SECRETARY

BY:

Charles Clayton
CHARLES CLAYTON, PRESIDENT