

# CONTRACT

## PREAMBLE

THIS AGREEMENT entered into this ( ) day of ( ), 2004, 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" of the "City") and BRIDGETON POLICE, PBA 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

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

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

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

## **1. RECOGNITION OF UNION**

A. 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 or any persons employed on an hourly 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:

Police Radio Dispatcher

Leo Rock

B. It is specifically understood and agreed by the parties hereto that any employees hired to fill or replace the individuals in their positions shall not be a member of the Association for purposes of bargaining pursuant to the provisions of N.J.S.A. 34:13A5.1 et seq. Police officers who choose not to join PBA #94 are still covered by terms of this contract.

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

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

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

### **3. UNION SECURITY AND DUES CHECK OFF**

A. The Employer agrees to deduct from the wages of any employee who is a member of the Association, all Association dues and initiation fees, if any, as provided in a written authorization form used by the Employer herein, provided that the employee shall execute the said form. The written authorization for the Association dues deduction shall remain in full force and effect during the period of this Agreement, but may be withdrawn at any time by the filing of Notice of such withdrawal with the Director of Accounts and Controls of Employer or other proper disbursing officer. The filing of this Notice of Withdrawal shall be effective to halt deductions as of January 1, or July 1, next succeeding the date of which Notice of Withdrawal is filed.

B. The Employer agrees to provide this service without charge to the Association.

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

D. The Association agrees that there shall be no discrimination, intimidation, restraint or coercion by it or its officers, agents, or members against any employee who refuses or fails to execute an authorization card.

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

#### 4. VACATIONS

##### **A. Vacation Period:**

Vacation will, insofar as possible, be granted at any time most desired by employees according to their seniority. No more than one employee per unit 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 prior approval of the department head, may split his vacation period in the following manner:

- a) Two times if he has 120 paid vacation hours;
- b) Four times if he has 160 paid vacation hours;
- c) Five times if he has 200 or more paid vacation hours; or
- d) In any manner approved by the department head

##### **B. Eligibility**

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

- a) 90 days to a 1-year - 8 hours for each month of employment, retroactive to the date of hire
- b) 1 year to 5 years - for those employees working 5-day, 8 hour per day 40 hour work weeks - 96 hours; those employees working 4-day, 10 hour per day 40 hour work weeks - 100 hours
- c) 5 years to 10 years - 120 hours
- d) 10 years to 15 years - 160 hours
- e) 15 years to 20 years - 200 hours
- f) 20 years or more - 240 hours

##### **C. Qualification for Vacation:**

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. No more than one

employee can be off at any time per unit, unless department head is satisfied he has sufficient personnel to operate efficiently. All officers will have the opportunity to take all of their vacation and personal time in any given year.

**D. Sale of Vacation Time:**

The City and the Association agree that when it is mutually acceptable to both the employer and the employee, the employee may sell back to the City, 40 hours of vacation 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**

**A.** 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; and
- (14) Christmas Day.

**B.** If the Mayor declares a holiday other than the fourteen (14) holidays mentioned above, employees who work on such holidays would receive holiday pay for that day in accordance with the shift schedule being worked by that

employee. Employees who work a 4-day, 10-hour per day work week shift who work on a holiday will receive holiday pay in accordance with the total hours worked on such holiday. If City Hall is closed for any reason beyond the control of the City, there will be compensation to those officers working in accordance with compensation provided to other working city employees. This compensation will be in the form of compensatory time equal to the time the officer is scheduled to work.

C. Two (2) Police Division Commanders shall not be required to actually work New Year's, July 4<sup>th</sup>, Labor Day, Thanksgiving Day or Christmas Day, but shall be required during the calendar year to make up 40 hours work.

#### **6. PERSONAL DAYS**

A. Irrespective of whether or not an employee works a 4-day, 10-hour per day work week or a 5-day, 8-hour per day work week, employees will be granted three (3) personal days which will, insofar as possible, be granted at the time most desired by an employee. No more than one employee per unit may take a personal day at the same time unless the department head is satisfied that he has sufficient personnel to operate efficiently. Employee will give notice of taking a personal day and it shall be taken only with approval of the department head.

#### **7. LIFE INSURANCE**

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

**8. FUNERAL LEAVE**

Employees within the Bargaining Unit shall be entitled to a bereavement leave of absence with pay due to a death of a member of said employee's immediate family or household as follows:

**Forty Hours Leave**

Spouse  
Parent  
Child  
Sibling  
Grandchild  
Grand Parent  
Step Child  
Significant Other\*  
Mother in Law  
Father in Law

**One Day of Leave**

Uncle  
Aunt  
Niece  
Nephew  
Brother in Law  
Sister in Law  
Son in Law  
Daughter in Law

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

**9. VETERANS**

A. 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 health coverage thru 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 child, legal marriages and divorces, change of address.

- A. The City agrees to make no changes in the hospitalization and or medical insurance coverage unless the PBA 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 and the City agrees to continue to pay the full premium. After review by the PBA, if equal to or better than is not agreed, the PBA may request a third party arbitrator, as described in the grievance process herein, jointly agreed to and jointly paid for by the City and the PBA, to determine if the proposed coverage is as good as or better than current coverage. The PBA will be given 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 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.

#### **11. PRESCRIPTION PLAN**

- 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.

- B. The City agrees to make no changes in the prescription plan unless the PBA 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.



## **12. HEALTH AND PRESCRIPTION AFTER RETIRMENT**

A. As of the signing of this contract, in compliance with the contract addendum dated June, 1998, the City of Bridgeton and the Police Benevolent Local #94 agree that health and prescription benefits after retirement with 25 years or more will fall under Public Law Chapter #330 which was signed into legislation in 1998. This provides contributory managed health care benefits for members of PBA Local #94.

## **13. ABSENCE WITHOUT LEAVE**

A. 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.

## **14. INTERFERENCE WITH WORK**

A. 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.

## **15. 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, including leave time.

C. A patrol officer assigned to the Anti-Crime Team, Criminal Investigation Division, or the Cumberland County Narcotics Task Force by the Director of Fire and Police shall be paid commensurate with the assignment of Detective for the entire time of his assignment, including leave time. Police officer assigned as Forensics Officer will be paid commensurate with the assignment of Detective for the entire time of assignment, including leave time.

D. 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 Lieutenant, including leave time.

E. 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 Acting Chief, including leave time.

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

G. When assignment or reassignment causes an employee's schedule to change, such as hours of work or days off, the employee shall be given at least 24 hours notice of said assignment or reassignment.

## 16. WAGES

Effective and retroactive to July 1, 2003, employees in this bargaining unit will receive a wage increase according to the following schedule:

Academy Pay:	Zero (0%)
After School (First):	Zero (0%)
Second Year:	Zero (0%)
Third Year:	Zero (0%)
Fourth Year:	One and one-half percent (1 ½ %)
Fifth Year:	Two percent (2 %)
Sixth Year:	Three percent (3%)

Sergeants: Three percent (3%)  
Lieutenants: Three percent (3%)

Effective July 1, 2004, employees in this bargaining unit will receive a wage increase according to the following schedule:

Academy Pay: Zero (0%)  
After School (First): Zero (0%)  
Second Year: Zero (0%)  
Third Year: Zero (0%)  
Fourth Year: Two percent (2 %)  
Fifth Year: Two and one-half percent (2 ½ %)  
Sixth Year: Four and one-half percent (4 ½ %)  
Sergeants: Four and one-half percent (4 ½ %)  
Lieutenants: Four and one-half percent (4 ½%)

Effective July 1, 2005, employees in this bargaining unit will receive a wage increase according to the following schedule:

Academy Pay: Zero (0%)  
After School (First): Zero (0%)  
Second Year: Zero (0%)  
Third Year: Zero (0%)  
Fourth Year: Two and one-half percent (2 ½ %)  
Fifth Year: Three percent (3%)  
Sixth Year: Five and one-half percent (5 ½ %)  
Sergeants: Five and one-half percent (5 ½ %)  
Lieutenants: Five and one-half percent (5 ½%)

Effective	July 1, 2003	July 1, 2004	July 1, 2005
Academy	29,875	29,875	29,875
First Year	31,259	31,259	31,259
Second Year	34,632	34,632	34,632
Third Year	38,168	38,168	38,168
Fourth Year	41,364	42,191	43,246
Fifth Year	46,203	47,358	48,779
Sixth Year	53,235	55,630	58,690
Sergeant	61,059	63,807	67,316
Lieutenant	64,912	67,833	71,564

Any officer who shall serve, as Acting Sergeant or Lieutenant shall be entitled to the compensation for such position as set forth in salary scale above. Any officer assigned to units designated in Section 15, Paragraph C will receive detective pay. Detective's pay will be the equivalent of 5-½% (five and one half percent) on top of top patrol officer's salary.

Any officer who has not reached the top patrol step shall receive, in addition to his regular pay, a salary differential for the time said officer is assigned as a detective. Said salary differential shall be the difference in hourly rate between top patrol rate and detective's rate for all hours actually worked as assigned detective, including leave time.

This salary differential will not be considered as a pensionable amount.

**A. Canine Handlers:**

Over and above the K-9 officer's regular salaries, the City of Bridgeton and the K-9 officers agree that the officers will be compensated and receive benefits as follows:

1. The K-9 officers will be permitted to train their animals in accordance with the Attorney General Guidelines in effect in the State of New Jersey for the years in

question. The scheduling for said training shall be coordinated with police administration so as to least interfere with police duties. Training will be scheduled during the officer's working shift or if training falls on a non-scheduled working day, compensation will be given.

2. Both parties recognize that part of the K-9 officer's job is maintaining and caring for the officer's dog. Accordingly, compensation for said care shall be set forth herein:

A. The K-9 officer represents that one and one half (1 ½) hours per day is required to care for and maintain the K-9 and vehicle. Accordingly, the City authorizes one and one half (1 ½) hours of compensation per day for the performance of that care and maintenance over and above the officer's normal police schedule. If additional time is needed, said time must be approved by the Police Administration in writing. The K-9 officers acknowledge that they will not perform the additional work without receiving said authorization.

B. The rate of compensation for caring for the dog and vehicle shall be \$6.65 per hour and \$9.97 per hour at the time and one half rate. Accordingly, the kennel fee in the course of the calendar year shall be \$5459 per year. No kennel fee will be paid if the officer leaves the K-9 corp.

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

A. Effective July 1, 2000, a longevity schedule shall be implemented on a percentage basis based on the negotiated base salary.

The following is a breakdown of the equivalent percentages based on Longevity presently disbursed:

<b>Longevity Pay</b>	<b>Percentage of Base Salary</b>
<b>After (05) Years of Service</b>	<b>3.25</b>
<b>After (10) Years of Service</b>	<b>4.00</b>
<b>After (15) Years of Service</b>	<b>4.75</b>
<b>After (20) Years of Service</b>	<b>5.50</b>

C. The foregoing longevity schedule shall be in effect during the duration of this Contract, from July 1, 2003, until June 30, 2006.

D. All employees covered by this contract shall be paid on a bi-weekly schedule. This shall also include overtime and any other special pay.

### **18. OVERTIME PAY**

A. All employees covered by this Contract shall be paid based on an average 40-hour week. Any employee who works more than an average 40 hour week during any week shall be compensated at an hourly rate to be determined by dividing his annual salary by 2080 hours to determine an hourly rate and shall be paid at time and one-half the hourly rate for all hours in any one week which exceeds 40 hours, beginning July 1, 1982. The foregoing shall not apply with respect to those hours, which are worked by individuals on fifth day shift, which periodically appears in the work schedule. In computing overtime, the fifth day shift hours shall not be considered as part of the average workweek.

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

### **19. OVERTIME - ASSIGNMENT**

Overtime shall be classified and assigned on the following basis:

A. Scheduled overtime shall be overtime which the Director or his designee, for that particular work, approves at least three (3) days in advance of the time when the overtime is to be worked. For this overtime, a complete roster of each rank shall be kept in order of seniority. Overtime will be assigned on a rotating basis and each time overtime is assigned to an individual, the next assignment will be first offered to the next officer on the roster, provided that if any officer is scheduled or any officer refuses to work scheduled overtime, the assignment shall be given to the next officer on the list not scheduled for a regular tour of duty and assignment will be made thereafter beginning with the last officer to have been assigned scheduled overtime

B. Call back overtime shall be overtime approved by the Director of Public Safety, or his designee to assist a regular shift. An employee will have an option to be put on an overtime list for call back. A "call back" list shall also be maintained and overtime assigned as in paragraph (1) above.

C. Emergency overtime shall be overtime approved by the 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 officer.

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

#### **20. STATE CONVENTIONS AND DISTRICT MEETINGS**

A. 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. The President of the P.B.A. may attend with the approval of the Chief of Police. The President of the P.B.A., and/or his designee(s), may conduct P.B.A.-related business during work hours as long as the absence of the P.B.A. President, or his designee(s), working the shift shall not create a hardship or require overtime duty for any particular shift.

#### **21. SEVERANCE PAY**

A. Effective July 1, 2000, it is stipulated and agreed that employees who retire having accumulated sick days shall be compensated up to \$13,000. The amount to be compensated shall be computed by multiplying one-half the accumulated sick days times 8 hours times the hourly rate of said employee at the time of his retirement. Effective July 1, 2004, through the end of this contract, employees that meet the above criteria shall be compensated up to \$14,000 in accordance with the above calculation.

## **22. PERSONNEL REGULATIONS**

A. 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.

B. 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.

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

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

## **24. OTHER EMPLOYMENT**

A. 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. The Director of Fire and Police shall abide by any and all state statutes, and/or regulations in granting, denying or revoking an employee's "other employment." This employment can only be denied for just cause.

## **25. GRIEVANCES PROCEDURE**

### **A. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment of police officers.



2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate representative of the Employer provided however that the Employer furnishes the P.B.A. with prior written notice of same in the event of a resolution.

**B. Definition**

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, or the appeal of a minor disciplinary matter through final and binding grievance arbitration, 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 to the Grievance Procedure.**

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent of the aggrieved party and the Employer's representative and the waiver of any step acts only as a waiver of the individual step.

**STEP ONE**

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

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

**STEP TWO**

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 of Step One. The written grievance at this step shall

contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this Contract violated, and the remedy requested by the grievant.

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

### **STEP THREE**

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

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

### **STEP FOUR**

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

#### **D. Arbitration**

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

1. The party demanding arbitration shall serve written notice of its intention to arbitrate on the other Party (ies) within ten (10) working days following receipt of the Mayor, Council, Business Administrator, and Solicitor's determination.
2. The party demanding arbitration shall file a request of arbitration with the New Jersey Public Employee Relations Commission. Such arbitration shall be conducted in accordance with the Rules and Regulations of said Commission.
3. The costs of the services of the arbitrator shall be borne equally by the Employer and the Association.
4. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
5. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute

6. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add, to modify, detract from or alter in anyway the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

7. The decision of the arbitrator shall be the final administrative step of the Employer and the Association.

**E. Miscellaneous.**

1. A failure to respond at any Step in this procedure by the Employer or its agents shall be deemed a negative response and upon the termination of the applicable time limits the grievant may proceed to the next step.

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.

## **26. 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.** Effective July 1, 2004, the officer shall receive eighteen (\$18.00) dollars per credit earned provided the employee has earned a minimum of thirty (30) credits. Effective July 1, 2005 the officer shall receive twenty (\$20.00) dollars per credit earned provided the employee has earned a minimum of thirty (30) credits.

**C.** Payments shall be a part of the base salary of the employee.

**D.** 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. A meal allowance of \$10 per-meal, per-day shall be paid to the employee. The Director of Fire and Police must approve compensation for lodging and related expenses in advance. 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 during the preceding year.

**E.** All employees hired after December 31, 1990, must have the necessary thirty (30) or more credits toward a degree in a police science or criminal justice program in order to qualify for payment per credit.

**F.** All employees receiving college credit payments must have worked a full calendar year prior to receiving said payment.

**G.** Eligible compensable credits must be submitted to the City Business Administrator not later than January 31<sup>st</sup> of each year, to be covered by this article. Once credits are reported, only newly attained credits need be reported in subsequent years.

**H.** No pay shall be given for any grade below a C for those employees who receive reimbursement from the City for courses commenced and completed after December 31, 1990.

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

The clothing allowance for fiscal year 2004 for all employees denoted in the following section 27. Subsections A. -G. will remain the same as in the police contract that was effective for July 1, 2001-June 30, 2003.

**A.** Effective July 1, 2004, an annual clothing maintenance allowance for cleaning and tailoring of \$590.00 will be paid pro-rata to uniformed employees. Payment shall made via voucher provided vouchers are documented. This amount shall be increased to an annual amount of \$690.00 effective July 1, 2005. Payment will made via voucher after documentation has been submitted.

**B.** Effective July 1, 2004, an annual clothing maintenance allowance for cleaning and tailoring of \$690.00 will be paid pro-rata to Anti-Crime Team detectives. Payment will be made via voucher, if vouchers are documented. This amount shall be increased to \$790.00 annually effective July 1, 2005 and reimbursed by voucher after documentation has been submitted.

**C.** Detectives not assigned to the Anti-Crime Team shall be allowed a clothing allowance of \$940.00 for the period from July 1, 2004, through June 30, 2005. Payment for a partial year shall be made pro-rata. Effective July 1, 2005 this amount will increase

to \$1,040.00. Payment for a partial year shall be made pro-rata. All reimbursements will be made by voucher after the proper documentation is submitted.

I. Any employee off on duty injury, suspension, leave of absence, or in academy will receive pro-rata payment.

J. Any employee who terminates employment will receive a pro-rated payment from January 1, of the termination year.

G. All clothing allowances will be paid by June 1 of each year by separate check.

#### **28. BREACH OF CONTRACT EFFECT**

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

#### **29. SAVING CLAUSE**

A. 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.

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

A. 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 ratification proceedings. The Association further agrees that upon the adoption of any new agreement, which shall be substituted for this Agreement, or any part thereof, said Agreement would be ratified only by persons who are employed pursuant to the terms of this Agreement or the new Agreement.

**31. EMBODIMENT OF AGREEMENT**

A. This document constitutes the sole and complete Agreement between the parties, and embodies all terms and conditions governing the employment of employees represented by the Association. The parties acknowledge they have had the opportunity to present and discuss proposals on any subject, which is (or may be) subject to collective bargaining provided, however, that upon mutual agreement of the parties, which shall be in writing, the parties further amplify or interpret the terms of this Agreement. Any prior commitment or agreement between the City and the Association or any individual employee covered by this Agreement is hereby superseded.

**32. TERM OF AGREEMENT**

A. This Agreement shall be in effect from July 1, 2003 until June 30, 2006.

**33. CHANGE IN WORKING CONDITIONS**

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

**34. SUBSEQUENT NEGOTIATIONS**

A. One hundred twenty (120) days prior to the expiration date of this Agreement the parties shall meet to discuss and negotiate regarding terms and conditions of a new agreement or the extension of this Agreement provided that should the Public Employees Relations Commission fix another time to commence negotiations, the rules of the Public Employees Relations Commission shall apply.

**35. UNUSED SICK DAYS**

A. In the event an employee covered under this Contract does not utilize any sick days during the calendar year, then said employee shall, in the succeeding year,

receive an amount equal to sixteen (16) hours or twenty (20) hours of pay depending on his/her normal four or five day working schedule equal to two working days pay.

B. Employee shall be entitled to 120 hours of sick time per calendar year prorated to the employee's date of hire in each year in which this Agreement is in effect.

### **36. SICK BANK**

A. Employees can charge their unused sick days off to another employee for dollar per dollar amount only in the event of a catastrophic event. Employees must contact the P.B.A. first for approval. The Director of Public Safety must give final approval.

### **37. MINIMUM MANNING**

A. The City of Bridgeton retains the manning of its police department to be the prerogative of management; i.e., the Director of Fire and Police and the Chief of Police. However, for the safety of the public and employee, it is the policy of the City of Bridgeton, i.e., City Council, that the required rotating shift strength shall be comprised of no less than four (4) patrol officers and one (1) uniformed patrol sergeant. The police dispatcher shall not be included in this number. This required shift strength is in addition to any other specialized unit within the department, including, but not limited to, Detectives, Anti-Crime Team Detectives, Community Policing Officers, Housing Officers, Forensic Officers, or Juvenile Officers working the same or similar hours.



### **38. EQUIPMENT**

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

#### **A. Uniforms:**

The City agrees that this issue, in regards to the officer's uniform and the distribution and method of payment for same, remain open for future discussion.

The City agrees, however, to provide a new bulletproof vest to all officers upon his/her gainful employment. All vests will be examined for manufacturer's defects due to wear and tear by the department's firearms supervisor and replaced if deemed to be unsafe. No used or pre-owned vests will be distributed to any employee by mandate. An employee may agree to use a used or pre-owned vest until a new vest has been ordered and/or delivered. Vests should meet any and all safety standards established by state law or manufacturers standard.

#### **B. Vehicles:**


Any police vehicle deemed by the state Division of Motor Vehicles to be unsafe and not fit for use by police, shall be either repaired or replaced, making it safe and fit for police use, as soon as reasonable and practical. This is to include any and all vehicles damaged beyond repair due to motor vehicle accidents in the performance of the officers' duty.

### **39. LEGAL REPRESENTATION**


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

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

ATTEST:

  
Darlene Richmond, City Clerk

THE CITY OF BRIDGETON, IN THE  
COUNTY OF CUMBERLAND

BY:   
Michael A. Pirolli, Mayor

ATTEST:

  
Secretary

Bridgeton Police PBA Local #94

BY:   
President