

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

**July 1, 2015 through December 31, 2018**

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## CONTRACT

### PREAMBLE

THIS AGREEMENT entered into this 2<sup>ND</sup> day of February, 2016, 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:A5.1 et seq.), the Employer does hereby recognize the Association as the sole and exclusive representative of all sworn police officers below the rank of Sergeant employed by the City of Bridgeton.

B. It is specifically understood and agreed by the parties hereto that any employees hired to fill or replace the individuals in their positions shall not be a member of the Association for

purposes of bargaining pursuant to the provisions of N.J.S.A. 34:13A5.1 et seq. Police officers who choose not to join PBA #94 are still covered by terms of this contract.

## **2. MANAGEMENT RIGHTS AND RESPOSIBILITIES**

It is recognized that the management of the Department of 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 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.

E. 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 the employee according to employee seniority. No more than one employee on each squad, team or unit may be on vacation at the same time unless the Department Head is satisfied that he has sufficient personnel to operate sufficiently. No leave shall be granted during an officer's scheduled mandatory Departmental training. If an officer is on active military duty or any police related school it shall not affect an officer using any vacation, personal, or compensation time.

Employee shall give written notice of vacation request by March 1. Every officer, by seniority, must request eighty (80%) percent of their entire vacation allotment by March 1. Request for vacation after March 1 may be granted by the Department Head, at his discretion. An employee may request vacation periods in single day increments for the remaining 20% of the vacation allotment subject to Department Head approval. After March 1, anyone with unscheduled leave time may make request on a first-come first-served basis. Any unused leave time that an individual

member holds is subject to forfeiture at the end of the year if there is no available time to utilize same.

Vacations may be split only in the following manners:

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

Employees who fail to schedule their time risk losing available vacation time if the number of employees off per squad, team, or unit creates a substantial manpower shortage as deemed by the Chief of Police or his designee.

Vacation increases shall be prorated for the calendar year on the employee's anniversary date.

**B. Eligibility:**

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

1. 90 days to 365 days – eight hours paid vacation for each month of employment, retroactive to the date of hire.
2. 366 days to end of 5<sup>th</sup> year – for those employees working five-day, eight hour per day 40 hour work weeks, or those officers on a 12 hour shift patrol schedule – 96 hours; those employees working four day, 10 hour per day 40 hour work weeks – 100 hours.
3. From beginning of 6<sup>th</sup> year to end of 10<sup>th</sup> year – 120 hours paid vacation.
4. From beginning of 11<sup>th</sup> year to end of 15<sup>th</sup> year – 160 hours paid vacation.

5. From beginning of the 16<sup>th</sup> year to the end of 24<sup>th</sup> year – 200 hours paid vacation.

6. From beginning of 25<sup>th</sup> year to end of career – 240 hours paid vacation.

C. Qualification for Vacation:

To qualify for a full vacation in any given year, an employee as recognized in ARTICLE 1 of this agreement must have been continuously employed for their employment year. Employees who are employed less than a full year shall receive a prorated vacation. All employees will have the opportunity to take all their vacation and personal time in any given year.

Any officer who is on long-term suspension in excess of 30 days or non-work related disability shall have their leave time prorated based on those work absences.

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 a vacation at the employee's rate of pay. Said option is a mutual one and neither party may require the utilization of the said option by the other.

## **5. HOLIDAYS**

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

## **6. PERSONAL DAYS**

Irrespective the work schedule, employees will be granted three (3) personal days which will, insofar as possible, be granted at the time most desired by an employee. No more than one employee per unit may take a personal day at the same time unless the Department Head or his designee is



satisfied that he has sufficient personnel to operate efficiently. Employee will give a minimum of two (2) hours prior notice of taking a personal day and it shall be taken only with the approval of Department Head or his designee. The Bureau Commander will approve personal days with less than two (2) hours advance notice under emergent circumstances. Employees who are employed less than a full year shall receive prorated personal days.

**7. LIFE INSURANCE**

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

**8. FUNERAL LEAVE**

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

For Employees subject to the 10-hour or 8-hour work schedule:

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

For Employees subject to the 12-hour work schedule:

<b><u>Forty-Eight Hours Leave</u></b>	<b><u>One Day of Leave (12-hour)</u></b>
Spouse	Uncle
Parent	Aunt
Child	Nephew
Sibling	Brother in Law
Grandchild	Sister in Law
Grand Parent	Son in Law
Significant Other*	Daughter in Law
Mother in Law	
Father in Law	
Employee's Step Parent	

\* Significant Other: shall be defined as a person with whom the employee lived as a spouse or shared a domicile such as a life partner. It does not include roommates, friends or persons with whom the subject had other than a committed relationship and active relationship.

Significant Other Exception: any employee who has been actively separated/divorced for over 364 days may only use one (1) day of leave for funeral leave of that significant other.

## **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. MEDICAL COVERAGE**

### **A. Health Benefits**

The City agrees to pay the cost of the NJSHBP selected by the employees through December 31, 2016. Effective January 1, 2017 the City will pay the cost of the NJSHBP selected by the employee up to a maximum of \$10,200 for the single rate, \$17,250 for parent child rate, \$20,500 for Member/Spouse Rate, \$27,500 for the family rate, the maximum allowed under the Affordable Care Act guidelines for all city employees without incurring the Federal Excise Tax penalty.

Hospitalization, Major Medical, and Health Maintenance Organization coverages are through the New Jersey State Health Benefits Plan (NJSHBP), as it exists or as modified by the State Health Benefit Program (or any other substantially similar health benefit plan), including any changes in co-pays or deductibles that may be implemented by the New Jersey State Health Benefits Program, for all employees and eligible dependents covered by this Agreement.

B. The City retains the right, at its option, to change any of the existing insurance plans or carriers providing such benefits, so long as the level of benefits provided to the employees and eligible dependents is substantially similar. The City further reserves the right, at its option, to self-

insure any of said plans and coverages so long as the level of benefits provided to the employees and their eligible dependents is substantially similar.

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

D. In the event the health insurance plan selected by the employee is in excess of the maximum amount permitted under the Affordable Care Act for all City employees without triggering the excise tax (which is presently scheduled to be \$10,200 for single coverage, \$17,250 for parent child coverage, \$20,500 for Member/Spouse coverage and \$27,500 for family coverage beginning in January 2020) the parties agree to meet at least six (6) months prior to the implementation of said tax to discuss implementation of a new plan that will be below that maximum amount. If the parties are unable to agree to a new plan, the City shall be authorized to provide a new plan which will be closest to but not above the caps set forth above and such plan selected and provided by the City shall be deemed to satisfy the “substantially similar” contract provision regarding the provided coverage. The City may continue to offer its then current plan or another plan whose cost is in excess of the then maximum amount permitted under the Affordable Care Act. However, if an employee elects to be covered under such a plan, the employee will be responsible for any excise tax incurred by the employer as well as the amount of the premium cost in excess of the then maximum amount permitted under the Affordable Care Act and in addition to any other health care contributions already in effect under Chapter 78 or otherwise. As of the date of signing of this contract, the Federal Excise Tax is not scheduled to take effect during this contract period. The Affordable Care Act law shall still prevail.

## **11. PRESCRIPTION PLAN**

A. The Employer agrees to provide a Prescription Plan for the employees, their spouses and/or eligible dependents. Currently, a Prescription Plan is provided through the New Jersey State Health Benefits Plan. Co-pays for generic prescriptions are per current State Health Benefit rates and are subject to future additional changes to reflect the then applicable State Health Benefit Plan prescription co-pays.

B. In the event the City no longer provides prescription coverage under the State Health Benefits Plan, then in such event the copayment for the Prescription Plan shall be \$10.00 for mail in prescriptions, \$15.00 for generic drugs and \$25.00 for brand name drugs. Reduced cost for prescriptions shall be available through a mail order system.

C. The City retains the right, at its option, to change the Prescription Plan provider so long as the level of benefits provided to the employees and their eligible dependents is substantially similar.

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

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**

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 will be subject for disciplinary action. In absence of such disciplinary action, any employee who absents himself for five (5) consecutive work

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 Chief of Police or his designee.

#### **14. INTERFERENCE WITH WORK**

A. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any member or person acting in its behalf will cause, authorize or support any strike (e.g., the concerted failure to report for duty, or willful absence of any employees from their positions, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the City. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for disciplinary action up to and including the termination of employment of such employee or employees.

C. The Association will actively discourage to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the City.

D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or in its members.

#### **15. WORK ASSIGNMENT**

A. An officer shall be eligible for compensation at the minimum base rate of the rank to which assigned, commencing after having served in that higher rank for a 21 consecutive calendar day period. In calculating the twenty one (21) day period, any assigned days which are to cover

vacation time are excluded from the count. This provision shall apply for such following days and not for any prior days. Compensation shall take effect on Day 22.

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

C. A patrol officer assigned to a specialized unit inclusive of, but not limited to, the Criminal Investigation Bureau, the Professional Standards Bureau – Internal Affairs Unit by the Chief of Police shall be paid commensurate with the assignment of Detective for the entire time of his/her assignment including leave time. However, if said officers are assigned in the capacity of a patrol – related duties, either in an emergent situation or in an overtime capacity, he/she shall be paid commensurate with the standard rate of compensation minus any “detective” stipend.

D. 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**

A. Effective July 1, 2015, Wage Guides as attached shall be in effect. All employees are frozen at the July 1, 2014 step.

B. Effective January 1, 2016, the wage guide will remain frozen but each employee will move one step on the wage guide.

C. Effective January 1, 2017, the wage guide will remain frozen but each employee will move one step on the wage guide. Employees at Schedule A Step 11 shall remain at Schedule A Step 11.

D. Effective January 1, 2018, the wage guide will remain frozen but each employee will move one step on the wage guide. Employees at Schedule A Step 11 shall remain at Schedule A Step 11.

E. Detective pay will be the equivalent of 3% on top of the corresponding salary step.

F. Bilingual Skills Pay. The City shall designate certain employees as "bilingual officers" who shall provide language interpretation assistance upon request of their superior officers. In order to be eligible for Bilingual Skills Pay and to be designated a "bilingual officer", the employee must satisfy standards be developed by the City including but not limited to passing the Bilingual Civil Service Exam. Bilingual Officers shall receive an annual stipend of \$400.

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

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

Effective January 1, 2012 longevity was deleted.

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

A. The City agrees to schedule patrol personnel to work a 12 hour work day consisting of a two (2) week rotation, thirty-six (36) hours one week and forty-eight (48) hours the following week. In recognition that this work schedule results in law enforcement personnel working over the required eighty (80) hours bi-weekly, the employee will earn and accumulate "Kelly Time" on an hour for hour basis, as negotiated with the PBA and agreed upon by the Appropriate Authority and the Police Chief. There shall be a mutual review of the schedule by the Appropriate Authority, Police Chief and the PBA after ninety (90) days of start and one hundred and eighty (180) days thereafter. If it is determined after the review that the schedule is not meeting the needs of the City, the City or the PBA may negotiate another work schedule and if there is no agreement, a third party

arbitrator as described in the grievance process herein, jointly agreed to and jointly paid for by the City and the PBA will be utilized to determine the issue. The City agrees, unless a stated emergent situation exists pertaining to the delivery of law enforcement services, not make any changes until after the decision of the arbitrator. The arbitrator's decision will be binding. Nothing contained herein shall prevent or limit the City from arguing that future work schedule change is justified by non-negotiable governmental policy reasons, nor shall either party be prevented from negotiation of the economic impact caused by any future work schedule change.

It is recognized that this work schedule will result in personnel working greater than 2080 hours annually. All time in excess of 2080 hours caused by this work schedule shall be accumulated as "Kelly" time and shall be hour-for-hour. All accumulated "Kelly" time shall be used within six (6) months of accumulation. Exceptions may be authorized by the Appropriate Authority. At no point will personnel be entitled to paid compensation for "Kelly" time.

B. Any authorized work assignment which requires the presence of a Police Officer in excess of his regularly scheduled tour of duty shall be considered overtime.

Overtime 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 overtime hours worked.

C. Compensatory time may be utilized in lieu of paid 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 Police Chief 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 Chief of Police or his designee to assist a regular shift. An employee will have an option to be put on an overtime list for call back. A "call back" list shall also be maintained and overtime assigned as in paragraph A above.

C. Emergency overtime shall be overtime approved by the Chief of Police or his designee, because an emergency has arisen. In this event the parties hereto agree that the Chief of Police or his designee may call in any available officer. Emergency over time shall be offered to a PBA member first.

D. Employees who are called back for overtime, which is not a continuous scheduled workday, shall be paid for a minimum of three (3) hours of work.

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

A. As directed in N.J.S.A. 11A:6-10, a full day leave of absence with pay shall be given to no more than 10% of the employee organization's membership for no more than seven (7) consecutive days. No more than five (5) authorized representatives will be permitted such leave with pay for conventions. This includes the NJ State PBA Convention held every fall and the NJ State PBA Mini-Convention held every winter. In addition thereto, the State Delegate and President

shall receive a full day leave with pay to attend State Meetings of the NJ State Policemen's Benevolent Association with reasonable notice given to the Chief of Police or his/her designee. Authorized members attending a PBA Convention are authorized a paid travel day the day prior to the convention.

B. The President of the Association, and/or his designee(s), may conduct Association related business during work hours as long as the absence of the Association 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. It is stipulated and agreed that employees who retire having accumulated sick days shall be compensated up to \$15,000. 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.

#### **22. PERSONNEL REGULATIONS**

A. It is understood and agreed that the City of Bridgeton Personnel Regulations and the Police Department Rules and Regulations and Policies adopted by the City of Bridgeton shall apply in all cases for all situations 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 Civil Service Commission and in the event there is a conflict, the Rules of the New Jersey Civil Service Commission shall apply.

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

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

### **24. OTHER EMPLOYMENT**

No member of the Association shall engage in any other form of employment without having obtained prior approval of the Police Chief or his designee. The Police Chief or his designee shall abide by any and all state statutes, and/or regulations in granting, denying or revoking an employee's "other employment." This employment can only be denied for just cause.

### **25. GRIEVANCES PROCEDURE**

#### **A. Purpose**

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

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

#### **B. Definition**

1. For the purposes of this agreement, a grievance is defined to be the interpretation, application or violation of policies, agreements, and administrative decisions affecting employees and shall include minor discipline of employees.

2. For the purposes of this agreement, grievances include minor discipline that provides for suspension of less than five days but not for oral warnings, or written reprimands affecting any employee covered by this agreement.

3. A grievance may be raised by the PBA on behalf of an individual employee or group of employees or by 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 Appropriate Authority 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 Appropriate Authority 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 and/or the Business Administrator within five (5) calendar days following the determination at Step Two.

The Mayor and/or Business Administrator shall render a written decision within fifteen (15) calendar days from receipt of the grievance.

### **STEP FOUR**

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

#### **D. Arbitration**

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

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

2. The party demanding arbitration shall file a request of arbitration with the New Jersey Public Employee Relations Commission. Such arbitration shall be conducted in accordance with the Rules and Regulations of said Commission.

3. The costs of the services of the arbitrator shall be borne equally by the Employer and the Association.

4. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

5. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

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**

Officers shall receive pay for an Associate Degree, Bachelor Degree, or Masters Degree in Police Science or Criminal Justice. Officers with a Masters Degree in Police Science or Criminal Justice shall be placed on the Bachelor Wage Schedule A or B as appropriate. Officers who have credits equal to or greater than 60 but do not have an Associate Degree will be eligible for the Associate Degree pay if 50% or greater of those credits are in criminal justice or police science courses. College degree money is incorporated in the wage scale in Schedule A or Schedule B.

## **27. CLOTHING ALLOWANCE**

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

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

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**

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**

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**

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 full force and effect as of July 1, 2015 and shall remain in effect to and including December 31, 2018.

B. The parties agree that negotiations for a successor agreement modifying, amending, or altering the terms and provisions of this Agreement shall commence no later than one hundred and twenty (120) days prior to the date on which this collective bargaining agreement is to expire. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration with the Public Employee Relations Commission (PERC). The term of this Agreement and all practices shall remain in full force and effect until said successor agreement is reached.

### **33. CHANGE IN WORKING CONDITIONS**

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

### **34. DISCRIMINATION OR COERCION**

A. There shall be no discrimination, interference, or coercion by the City or any of its agents against the Employees by the Association because of membership or activity in the Association. The Association or any of its agents shall not intimidate or coerce Employees into members.

B. The City and the Association agree that each provision of this Agreement shall equally apply to all covered employees and that there shall be no harassment or intimidation of, interference with, or illegal discrimination against any employee because of: age, sex, race, creed, skin color, national origin, nationality, ancestry, marital status, disability, handicap, genetic information, affectional or sexual orientation, blood trait, political activity, United States or State Armed Services activity.

C. Harassment shall also include sexual harassment. All references to employees in this Agreement refer to both sexes and wherever the male gender is used, it shall be construed to include both male and female employees.

### **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 two working days of pay. The number of hours to be determined by what the employee's schedule is (8, 10, or 12-hour days).

B. Employee shall be entitled to 120 hours of sick time per calendar year pro-rated 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 health condition or injury. Employees must contact the P.B.A. first for approval. The Appropriate Authority must give final approval

For the purpose of this ARTICLE, a "catastrophic health condition or injury" shall be defined as follows:

1. With respect to employee, a "catastrophic health condition or injury" is either:
  - i. A life threatening condition or combination of conditions; or
  - ii. A period of disability required by his or her mental or physical health or the health of the employee's fetus which requires the care of a physician who provides a medical verification of the need for the employees absence from work for 60 or more workdays.
2. With respect to employee's immediate family member, a "catastrophic

health condition or injury" is either:

- i. A life-threatening condition or combination of conditions; or
- ii. A period of disability required by his or her mental or physical health

which requires the care of a physician who provides a medical verification of the need for the employee's absence from work for 60 or more workdays.

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

### **37. EQUIPMENT**

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

#### **A. Uniforms**

1. The City agrees that upon obtaining initial employment with the City of Bridgeton Police Department, the City will purchase and provide the following items to the new employee or employees who have not yet been issued all of the proper equipment:

#### **Class A Uniform**

(which consists of)

- |                                       |  |
|---------------------------------------|--|
| (1) Long Sleeve Shire                 | (1) Name Plate (metal)                 |
| (1) Short Sleeve Shirt                | (1) Leather Garrison Belt*             |
| (1) Pair of Pants                     | (1) Leather Pistol Belt w/Metal Buckle |
| (1) Tie                               | (1) Duty Holster for Issued Sidearm*   |
| (1) Tie Bar                           | (1) Leather Double Magazine Pouch*     |
| (1) Whistle                           | (1) Leather Handcuff Case*             |
| (1) Hat                               | (1) Set of Handcuffs*                  |
| (1) Hat, Rain Cover                   | (1) Leather Pepper Spray Pouch*        |
| (1) Rain Coat (reversible to orange)* | (1) M.A.B. (Power Tip) & Holster*      |
| (1) Jacket*                           | (1) Set of four Leather Belt Keepers*  |
| (1) Traffic Vest*                     | (1) Radio Belt Holder*                 |
| (1) Breast Badge (metal)              | (1) Police Radio*                      |
| (1) Hat Badge (metal)                 | (1) Mag Light (3 D Cell)*              |

- |                              |                           |
|------------------------------|---------------------------|
| (1) Belt Ring for Mag Light* | (1) Glock 22 Pistol*      |
| (4) Glock 22 Magazines*      | (1) Folding Pocket Knife* |
| (1) Bullet Resistant Vest*   |                           |

\*All items will be used with the Class B Uniform

**Class B Uniform**

(which consists of)

- |                         |                                   |
|-------------------------|-----------------------------------|
| (3) Long Sleeve Shirts  | (1) Hat – Class B, Baseball Style |
| (3) Short Sleeve Shirts | (1) Pair of Leather Boots         |
| (3) Pair of Pants       |                                   |

**Specialty Uniforms**

If an Officer is assigned to a Specialty Unit that requires another type of uniform, he will be issued the appropriate number of uniforms required; the number of uniforms issued will be determined by the number of days per week this uniform will be worn.

\*\*\*All Patches will continue to be issued by the Division on an as needed basis.

2. The City agrees to provide each Officer with an annual Uniform replacement allowance of \$500.00 for the purchase and replacement of uniforms. Officers may use this allowance to replace equipment, upgrade equipment, tailor equipment and etc. Payment will be made to the Officer, after the Officer has submitted a signed voucher. If the Officer turns in receipts that meet or exceed \$500.00 for any of the equipment (listed above), equipment upgrades or tailoring, he will receive a voucher in the amount of \$500.00, non-taxed. However, if the Officer does not turn in receipts, the voucher will be taxed as per state law. If the Officer turns in receipts that do not meet or exceed \$500.00, the receipt portion will not be taxed but the remaining portion will be as per state law. All receipts must be turned in to the appropriate authority before November 1<sup>st</sup> of each year.

Vouchers will be issued in November of each year. Uniform allowance will not be paid in calendar year 2015.

3. The City agrees that if an Officer suffers the loss of an initial issue item due to seizure by the Cumberland County Prosecutor's Office or any other law enforcement entity due to an ongoing investigation, the Division shall replace those items.

4. The City agrees that any items or equipment deemed mandatory but not specified in the initial issue shall be supplied by the Division.

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

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

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

B. Vehicles:

Any police vehicle deemed by the Chief of Police and confirmed by the Department of Public Works to be unsafe and not fit for use by police, shall be either repaired or replaced, making

it safe and fit for police use, as soon as reasonable and practical. This is to include any and all vehicles damaged beyond repair due to motor vehicle accidents in the performance of the Officers' duty.

### **38. LEGAL REPRESENTATION**

In accordance with *N.J.S.A.* 40A:14-155 and 40A:14-28, whenever an Employee covered by this Agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of Police powers in the furtherance of his official duties, the City shall provide said Employee with the necessary means for the defense of such action or proceeding. In the event that an Employee utilizes counsel other than that supplied by the City, the fees and costs shall be agreed upon by the attorney and the City prior to the attorney performing such services.

The above does not apply for the defense of an Employee in a disciplinary proceeding instituted against him by the City or in criminal proceedings instituted as a result of a complaint on behalf of the City. If any such disciplinary or criminal proceeding instituted by or on complaint of the City shall be dismissed or finally determined in favor of the Employee, he shall be reimbursed for the expense of his defense.

### **39. WORKERS' COMPENSATION**

Any officer injured in the line of duty shall receive the workers' compensation rate as determined by the City's rule and regulation. Additionally, the Employer shall pay the injured officer the difference between their normal rate of pay and the amount received from workers' compensation.

### **40. LEAVE OF ABSENCE WITHOUT PAY**

A. A permanent full-time employee who has worked for the City for a minimum of twelve (12) consecutive months may request leave without pay for a period not exceeding three (3)

months during a fiscal year for specific personal reasons, or other reasons deemed in the best interest of the City.

B. Applications for leave without pay must be submitted in advance, in writing, to the employee's Department Head, stating the employee's reason for requesting such leave and containing a statement that they intend to return to the City's service after expiration of such leave. The leave request must be recommended by the Department Head and City Business Administrator and approved by the Mayor. A leave of absence without pay shall not be considered for approval if the employee has paid leave available to utilize.

C. Any leave of absence without pay granted in this Article shall be in accordance with the Federal Family Medical leave Act (FMLA) and/or the Family Leave Act (FLA) and shall not be in addition to those regulations.

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

2. Upon written request and certification from the employee's physician that additional time is needed, the City, in its sole discretion, may extend maternity leave beyond three (3) months.

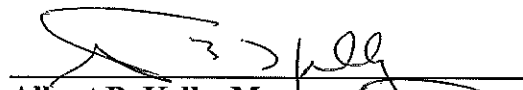
During the period of a leave of absence without pay, an employee shall not continue to accrue seniority, but shall not lose any seniority already accrued. An employee shall not accrue vacation, sick or personal time during the leave of absence without pay.

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


**ATTEST:**

  
Darlene J. Richmond, City Clerk

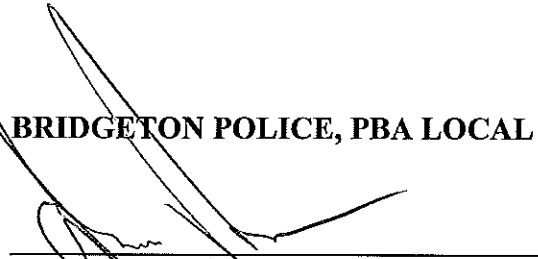
**THE CITY OF BRIDGETON, IN THE  
COUNTY OF CUMBERLAND**

  
Albert B. Kelly, Mayor

**ATTEST:**

  
Secretary JEFFREY SCULL

**BRIDGETON POLICE, PBA LOCAL #94**

  
President NICHOLAS REHRIG



SCHEDULE A

PBA 94

OFFICER WITH BACHELOR DEGREE\*

Step	07/01/14	1/1/2016	1/1/2017	1/1/2018	Step	07/01/14	1/1/2016	1/1/2017	1/1/2018
1					1				
2					2				
3					3				
4	55,226	55,226	55,226	55,226	4	57,826	57,826	57,826	57,826
5	62,226	62,226	62,226	62,226	5	64,826	64,826	64,826	64,826
6	68,634	68,634	68,634	68,634	6	71,234	71,234	71,234	71,234
7	72,763	72,763	72,763	72,763	7	75,363	75,363	75,363	75,363
8	76,893	76,893	76,893	76,893	8	79,493	79,493	79,493	79,493
9	78,004	78,004	78,004	78,004	9	80,604	80,604	80,604	80,604
10	81,969	81,969	81,969	81,969	10	84,661	84,661	84,661	84,661
11		83,125	83,125	83,125	11		85,817	85,817	85,817

OFFICER WITH ASSOCIATE DEGREE\*

Step	07/01/14	1/1/2016	1/1/2017	1/1/2018
1				
2				
3				
4	56,526	56,526	56,526	56,526
5	63,526	63,526	63,526	63,526
6	69,934	69,934	69,934	69,934
7	74,063	74,063	74,063	74,063
8	78,193	78,193	78,193	78,193
9	79,304	79,304	79,304	79,304
10	83,315	83,315	83,315	83,315
11		84,471	84,471	84,471

SCHEDULE B

PBA 94 NEW HIRE 1/1/12

Step	7/1/14	1/1/16	1/1/17	1/1/18
Academy	38,000	38,000	38,000	38,000
1	40,000	40,000	40,000	40,000
2	43,000	43,000	43,000	43,000
3	46,000	46,000	46,000	46,000
4	49,000	49,000	49,000	49,000
5	53,000	53,000	53,000	53,000
6	57,000	57,000	57,000	57,000
7	61,000	61,000	61,000	61,000
8	65,000	65,000	65,000	65,000
9	69,000	69,000	69,000	69,000
10	72,000	72,000	72,000	72,000
11	75,000	75,000	75,000	75,000
12	77,000	77,000	77,000	77,000
13	79,000	79,000	79,000	79,000
14	81,000	81,000	81,000	81,000

PBA 94 NEW HIRE 1/1/12 BACHELOR DEGREE

Step	7/1/14	1/1/16	1/1/17	1/1/18
Academy	40,600	40,600	40,600	40,600
1	42,600	42,600	42,600	42,600
2	45,600	45,600	45,600	45,600
3	48,600	48,600	48,600	48,600
4	51,600	51,600	51,600	51,600
5	55,600	55,600	55,600	55,600
6	59,600	59,600	59,600	59,600
7	63,600	63,600	63,600	63,600
8	67,600	67,600	67,600	67,600
9	71,600	71,600	71,600	71,600
10	74,600	74,600	74,600	74,600
11	77,600	77,600	77,600	77,600
12	79,600	79,600	79,600	79,600
13	81,600	81,600	81,600	81,600
14	83,600	83,600	83,600	83,600

PBA 94 NEW HIRE 1/1/12 ASSOCIATE DEGREE

Step	7/1/14	1/1/16	1/1/17	1/1/18
Academy	39,300	39,300	39,300	39,300
1	41,300	41,300	41,300	41,300
2	44,300	44,300	44,300	44,300
3	47,300	47,300	47,300	47,300
4	50,300	50,300	50,300	50,300
5	54,300	54,300	54,300	54,300
6	58,300	58,300	58,300	58,300
7	62,300	62,300	62,300	62,300
8	66,300	66,300	66,300	66,300
9	70,300	70,300	70,300	70,300
10	73,300	73,300	73,300	73,300
11	76,300	76,300	76,300	76,300
12	78,300	78,300	78,300	78,300
13	80,300	80,300	80,300	80,300
14	82,300	82,300	82,300	82,300

