

**AGREEMENT**  
**BETWEEN THE**  
**CITY OF BRIDGETON**  
**AND**  
**THE BRIDGETON SUPERVISORS' ASSOCIATION**  
**IN AFFILIATION WITH THE NEW JERSEY CIVIL SERVICE**  
**ASSOCIATION, CUMBERLAND COUNTY COUNCIL #18**

**July 1, 2012 through June 30, 2016**

**TABLE OF CONTENTS**

Purpose and Intent.....3

Article 1 – Recognition of Rights/Limitations.....3

Article 2 – Association Representation.....5

Article 3 – Grievance Procedure.....8

Article 4 – Salary and Related Compensation .....12

Article 5 – Benefits .....15

Article 6 – Leaves of Absence .....17

Article 7 – Donated Leave Program .....20

Article 8 – Personnel.....21

Article 9 – Civil Service .....24

Article 10 – Miscellaneous Provisions .....24

Article 11 – Term of Agreement.....25

THIS AGREEMENT entered into this 12<sup>th</sup> day of April, 2013 by and between THE CITY OF BRIDGETON IN THE COUNTY OF CUMBERLAND, a municipal corporation of the State of New Jersey, ("EMPLOYER") and THE BRIDGETON SUPERVISORS' ASSOCIATION, IN AFFILIATION WITH THE NEW JERSEY CIVIL SERVICE ASSOCIATION, CUMBERLAND COUNTY COUNCIL #18, ("ASSOCIATION").

## PURPOSE AND INTENT

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

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

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

## ARTICLE 1. RECOGNITION OF RIGHTS/LIMITATIONS

### 1.1. Recognition of Association

Pursuant to and in accordance with all applicable provisions of the New Jersey Employer-Employee Relations Act, *Chapter 303* of the Laws of 1968 (N.J.S.A. 34:13A-1 *et seq.*), as amended, the Employer does hereby recognize the Association as the sole and exclusive representative of all permanent supervisory employees of the City of Bridgeton, excepting that this representation shall not extend to the Business Administrator, any employee covered under any other collective bargaining agreement, or any person otherwise excluded by law from the bargaining unit. The parties agree to meet during the term of this Agreement to discuss classifications within the bargaining unit and exempt/non-exempt status.

### 1.2. Management Rights

#### 1.2.1 Reservation of Rights

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

### **1.2.2. Limitations**

The powers, rights, authority, duties and responsibilities of the Employer, as described above, and the exercise of discretion pursuant thereto, shall be limited only by the requirement of conformity with the Laws of the United States of America, the Laws of the State of New Jersey, the rules, regulations and/or directives promulgated thereunder including, but not limited to, the New Jersey Department of Personnel and the terms of this Collective Bargaining Agreement.

### **1.3. Prohibited Actions**

#### **1.3.1. Discrimination**

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

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

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

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

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

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

The Association and the Employer, by and through any official, agent or representative, shall not intimidate, restrain, coerce or discriminate against any employee who refuses or fails to join the Association nor shall an individual employee's membership or non-membership in the Association be a condition of employment or continued employment.

## **ARTICLE 2. ASSOCIATION REPRESENTATION**

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

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

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

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

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

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

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

#### **2.1.4. Notification to Employer**

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

### **2.2. Access to Employees**

#### **2.2.1. Reasonable Access**

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

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

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

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

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

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

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

## **2.3. Leave for Association Representatives**

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

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

### **2.3.2. Attendance at Conferences**

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

### **2.3.3. Annual Convention**

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

### **2.3.4. Training**

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

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

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

In accordance with all applicable provisions of the New Jersey Employer-Employee Relations Action, *Chapter 303* of the Laws of 1968 (N.J.S.A. 34:13A-1 *et seq.*), as amended, the Employer agrees to deduct from the regular pay of employees included in this Bargaining Unit the membership dues for the Association provided a dues deduction card, supplied by the Association in conformity with statutory requirements and signed by the employees, is submitted to the Employer. It is further agreed that the Employer shall remit such deductions to the Association prior to the tenth (10<sup>th</sup>) day of the month following any month during which such deductions have been made by the Employer.

### **2.4.2. Certification by Association**

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

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

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

### **2.4.4. Employee on Leave**

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

### **2.4.5. Indemnification**

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

## **ARTICLE 3. GRIEVANCE PROCEDURE**

### **3.1. Definitions**

#### **3.1.1. Grievance**

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

#### **3.1.2. Aggrieved Person**

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

#### **3.1.3. Party in Interest**

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

### **3.2. Purpose of Procedure**

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

### **3.3. Procedure**

#### **3.3.1. Level One – Supervisor**

An aggrieved person shall first submit the grievance in writing to his or her immediate supervisor within ten (10) working days of its occurrence or within ten (10) working days of the aggrieved person having knowledge or being reasonably expected to have knowledge of its occurrence. Failure to so act shall constitute an abandonment of said grievance. If the aggrieved party's immediate supervisor is the Department Head, the grievance will initiate with Level Two hereafter. If the aggrieved party is the Department Head, the grievance will initiate with Level Three hereafter.

#### **3.3.2. Level Two – Department Head**

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One, or if no decision has been rendered within five (5) working days of submission of the grievance, he or she may submit the grievance in writing to his or her Department Head



within five (5) working days of the decision at Level One or within five (5) working days from the last day on which the decision should have been rendered at Level One, whichever is sooner.

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

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within five (5) working days of submission of the grievance at said level, the aggrieved person may submit the grievance in writing to the appropriate officer approved by the Business Administrator within five (5) working days of the decision at Level Two or within five (5) working days from the last day on which the decision should have been rendered at Level Two, whichever is sooner. The aggrieved person and/or a representative of the Association shall be permitted to appear and present the grievance before the designated officer.

### **3.3.4. Level Four – Arbitration**

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Three or if no decision has been rendered within ten (10) working days of submission of the grievances at said level, the aggrieved person may submit a request in writing to the Association that the grievance be submitted to arbitration. Said request must be submitted to the Association with notice to the Employer within ten (10) working days of the decision at Level Three or ten (10) working days from the last day on which the decision should have been rendered at Level Three, whichever is sooner. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within thirty (30) calendar days of its receipt of a request by the aggrieved person.

## **3.4. Arbitration**

### **3.4.1. List of Arbitrators**

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

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

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

### **3.4.3. Arbitrability**

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

### **3.4.4. Costs**

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

### **3.4.5. Bad Faith**

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

## **3.5. Right of Representation**

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

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

### **3.5.2. Limitation on Payment of Fees**

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

## **3.6. Miscellaneous**

### **3.6.1. Written Grievances**

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

### **3.6.2. Written Decisions**

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

### **3.6.3. Time Limitations**

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

### **3.6.4. Reprisals**

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

### **3.6.5. Election of Remedies**

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

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

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

### **3.6.7. Informal Efforts**

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

## ARTICLE 4. SALARY AND RELATED COMPENSATION

### 4.1. Salary

#### 4.1.1. Salary Program

The parties acknowledge the existence and continuation during the term of this Collective Bargaining Agreement of a salary program for employees within the bargaining unit.

#### 4.1.2. Increase to Salary

The parties agree to the following:

(a) Effective July 1, 2012, all employees of the bargaining unit will receive wages as set forth in the previous contract. Employee will receive no salary increase through December 31, 2012.

(b) Effective January 1, 2013, all eligible employees shall have a one-time college benefit of \$500 for any Associates degree and \$1000 for any Bachelors or Masters degree added to their base salary.

(c) Effective January 1, 2013, employees with 0-10 years of service with the City shall have a one-time Vacation Retirement Benefit of \$500 added to their then-current base salary.

Employees with 11-14 years of service with the City shall have a one-time Vacation Retirement Benefit of \$1250 added to their then-current base salary.

Employees with 15-20 years of service with the City must make an irrevocable choice to continue with the existing Vacation Retirement Benefit as provided in 5.3.2., or take a one-time Vacation Retirement Benefit of \$1250 added to their then-current base salary.

Employees with 21+ years of service with the City must make an irrevocable choice to continue with the existing Vacation Retirement Benefit as provided in 5.3.2., or take a one-time Vacation Retirement Benefit of \$2000 added to their then-current base salary.

(d) Effective January 1, 2013, all employees shall have their then current base salary adjusted, said adjustment being a two (2.0%) percent increase.

(e) Effective July 1, 2013, all employees shall have their then current base salary adjusted, said adjustment being a one and one half (1.5%) percent increase.

(f) Effective July 1, 2014, all employees shall have their then current base salary adjusted, said adjustment being a two (2.0%) percent increase.

(g) Effective July 1, 2015, all employees shall have their then current base salary adjusted, said adjustment being a two (2.0%) percent increase

#### 4.1.3. Bi-Weekly Pay

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

#### 4.2. Overtime Pay

Employees presently receiving overtime (Assistant Superintendent of Streets and Roads, Assistant Superintendent of Utilities, Assistant Superintendent of Park Foreman/Recycling Coordinator, Principal Engineer Aid) as per existing practice shall continue to receive compensation for overtime services during the term of this Agreement.

#### 4.3. Years of Service Increment

##### 4.3.1. Schedule of Increment

(a) Employees with 25 years or more of service with the City as of January 1, 2013 shall have the existing level increment increased by one (1%) percent and rolled into base salary on January 1, 2013.

(b) Employees with less than 25 years of service with the City as of January 1, 2013 shall continue to receive their current increment. Upon reaching the next anniversary date at new increment level the new increment level shall be rolled into the employee's base salary.

(c) If, by June 30, 2016, an employee has not had the Years of Service Increment rolled into his or her base salary in accordance with (a) or (b) above, the employee shall receive the differential between the next Years of Service Increment that applied on July 1, 2015 and the next Years of Service Increment. The differential shall be added into the base salary on June 30, 2016.

(d) Years of Service Increment shall be deleted as of close of business June 30, 2016.

Employees shall receive the following Years of Service Increment in addition to their salary:

On 5 <sup>th</sup> year anniversary through 9 <sup>th</sup>	3.50%
On 10 <sup>th</sup> year anniversary through 14 <sup>th</sup> year additional	0.50%
On 15 <sup>th</sup> year anniversary through 19 <sup>th</sup> year additional	0.50%
On 20 <sup>th</sup> year anniversary through 24 <sup>th</sup> year additional	0.75%
On 25 <sup>th</sup> year anniversary and thereafter	1.00%

The Years of Service Increment for any year shall not be less than the current longevity scale.

On 5 <sup>th</sup> year anniversary through 9 <sup>th</sup>	\$1,750
On 10 <sup>th</sup> year anniversary through 14 <sup>th</sup> year additional	\$2,000
On 15 <sup>th</sup> year anniversary through 19 <sup>th</sup> year additional	\$2,250
On 20 <sup>th</sup> year anniversary through 24 <sup>th</sup> year additional	\$2,900
On 25 <sup>th</sup> year anniversary and thereafter	\$3,500

For permanent part time employees the Years of Service Increment shall be prorated.

#### 4.3.2. Retroactivity

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

#### 4.4. College Benefit

(a) Any Employee who is a member of the bargaining unit as of January 1, 2013, shall receive a one-time college benefit as follows:

An employee with a college degree shall receive a one-time benefit of \$500 for any Associates Degree and \$1,000 for any Bachelors or Masters Degree.

(b) Any employee who becomes a member of the bargaining unit on or after January 2, 2013 shall be eligible to receive a one-time salary adjustment for a college degree in Public Administration, Business Administration, Accounting, or Finance. This amount shall be rolled into the employee's base salary.

Other degrees may be eligible for the College Benefit, if the degree is directly related to the job assignment. The Business Administrator shall have the sole discretion in determining whether an employee's degree is directly related to the job assignment. If eligible, the employee will receive a one-time salary adjustment which will be rolled into his or her base salary.

Any employee who achieves an additional higher degree will be eligible to receive an additional one-time salary adjustment of the differential between the new degree and the previous degree.

(c) To receive a college benefit, proof of a college degree may be required by the City.

## ARTICLE 5. BENEFITS

### 5.1. Health Benefits

#### 5.1.1. Health Insurance Coverage

A. The City shall provide the following health benefits for all permanent employees and their dependents, beginning on the first day of the third month after two (2) months of active employment.

B. Hospitalization, Major Medical, and Health Maintenance Organization coverage through the New Jersey State Health Benefit 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 deductible that may be implemented by the New Jersey State Health Benefits Program, for all employees and eligible dependents covered by this agreement. The City agrees to pay the cost of the NJSHBP Plan selected by the employee, subject to the cost contributions required by law as set forth in paragraph D, hereunder.

C. 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 their eligible dependants 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. The City agrees to expedited arbitration in the event the Union contends the proposed health coverage is not substantially similar to the existing health benefit coverage. This clause will not prevent the City from changing providers during the arbitration process. If the City chooses to change pending the arbitration determination, such change cannot be used as evidence that the Union has consented to such change.

D. Employees shall contribute to the costs of Health Benefits Insurance Plan coverage in accordance with P.L. 2011, chapter 78.

E. 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 currently Five Dollars (\$5.00) and Ten Dollars (\$10.00) for brand name prescriptions (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.

The City retains the right, at its option, to change any of the existing prescription plans or carriers providing such benefits, so long as the level of benefits provided to the employees and their eligible dependants 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. The City agrees to expedited arbitration in the event the Union contends the proposed prescription coverage is not substantially similar to the existing prescription coverage. This clause will not prevent the City

from changing providers during the arbitration process. If the City chooses to change pending the arbitration determination, such change cannot be used as evidence that the Union has consented to such change.

In the event the City no longer provides prescription coverage under the State Health Benefits Plan, then in such event the co payment for 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.

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.

## **5.2. Life Insurance**

Employees within the Bargaining Unit shall continue to receive the Group Life Insurance Benefits (\$8,000.00/life and \$8,000.00/dismemberment) in effect immediately prior to the effective date of this Agreement.

## **5.3. Retirement Benefits**

### **5.3.1. Accumulated Sick Leave**

Employees within the Bargaining Unit who enter retirement shall be entitled to receive payment for accumulated unused sick leave earned during said employee's service based on the following schedule:

1 – 14 years of service	No payment
15 – 24 years of service	\$13,000
25 years of service or more	\$15,000

The afore-described payment shall be computed by multiplying the accumulated sick days times normal daily hours times the hourly rate of the employee at the time of retirement, provided that no such payment shall exceed the amounts set forth above. Payments shall be made within fifty (50) days of retirement provided the employee provides the employer with six (6) months advance notice of retirement date. If six (6) months advance notice of retirement is not given then payment shall be made within 180 calendar days of retirement.

### **5.3.2. Vacation Benefit**

An employee who retires from employment with an effective retirement date on or before July 1, 2015 will receive prorated annual vacation leave for the years of service employed, plus additional vacation pay/leave over and above the pro-rated leave according to the following schedule:



Years of Service	Additional Vacation Pay/Leave
14 years or less	No additional leave
15 – 24 years	½ leave for year over pro-rata amount
25 years or more	Full leave for year

Effective July 2, 2015, this Vacation Benefit shall be deleted from the contract.

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

Employees within the Bargaining Unit who retire after twenty-five (25) years of service with the City of Bridgeton shall continue to be provided health insurance coverage described in *Paragraph 5.1.1*, for a period of five (5) years from said date of retirement. Said medical coverage is limited to the retiring employee and shall not include dependents. At such time as the employee becomes eligible for Medicare benefits, the medical coverage provided herein shall become secondary. At such times as the employee becomes eligible for medical coverage through any subsequent employment, the medical coverage provided herein shall become secondary. Retirees shall contribute to the costs of Health Benefits Insurance Plan coverage in accordance with P.L. 2011, chapter 78.

### **5.4. Temporary Disability Insurance**

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

## **ARTICLE 6. LEAVES OF ABSENCE**

### **6.1. Personal Leave**

#### **6.1.1. Amount of Leave**

Employees within the Bargaining Unit shall be entitled to four (4) days of personal leave with pay in each calendar year, said leave credit not to accumulate beyond the calendar year in which the employee earned said leave. Personal leave shall be prorated in any year that the employee does not work the full year.

#### **6.1.2. New Employees**

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

#### **6.1.3. Request and Approval**

A request for personal leave shall be made forty-eight (48) hours in advance and must be approved by the Business Administrator. Requests will be granted on the basis of seniority.

## **6.2. Holiday Leave**

### **6.2.1. Schedule of Holidays**

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

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

### **6.2.2. Enactment of Holiday**

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

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

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

### **6.2.4. Holiday Pay**

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

## **6.3. Vacation Leave**

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

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

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

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

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

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

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

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

(g) Vacation increases shall be prorated on the employee's anniversary date.

### **6.3.2. Accrual of Vacation Leave**

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

### **6.3.3. Pro-Rated Leave**

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

### **6.3.4. Resignation**

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

### **6.3.5. Option to Buy Back Vacation Leave**

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

## **6.4. Bereavement Leave**

### **6.4.1 Entitlement**

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

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

#### 6.4.2. Significant Other

“Significant other” shall be defined as a person with whom the employee lived as a spouse or civil union partner or shared a domicile such as a life partner. It does not include roommates, friend or persons with whom the employee had other than a committed and active relationship.

Significant Other Exception: Any employee who has been separated or divorced for over 364 consecutive days may only use one (1) day of leave for funeral leave for that significant other. Nevertheless, in the event the significant other and the employee share minor children, additional available leave will be granted to the employee.”

#### 6.5. Sick Leave

Employees within the Bargaining Unit shall be entitled to 15 days Sick Leave as regulated by the New Jersey Civil Service Commission and the City Personnel Policy. Sick leave shall be prorated in any year that the employee does not work the full year.

### ARTICLE 7. DONATED LEAVE PROGRAM

#### 7.1. Purpose

The donated leave program shall be in accordance with the policy in the City of Bridgeton Personnel Manual. Changes to the policy as of the signing of this agreement are subject to negotiation.

##### 7.1.1 – Catastrophic health condition or injury

“A ‘catastrophic health condition or injury’ shall be defined as follows:

1. With respect to an employee, a “catastrophic health condition or injury” is either:
  - a. A life-threatening condition or combination of conditions; or
  - b. 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 employee’s absence from work for 60 or more work days.
  
2. With respect to an employee’s immediate family member, a “catastrophic health condition or injury” is either:
  - a. A life-threatening condition or combination of conditions; or
  - b. 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 work days.

This article is to be administered in accordance with N.J.A.C. 4A:6-1.22.”

**7.1.2 Notification of Union**

“The City agrees to notify Union of those requesting donated leave.”

**7.1.3. Voluntary Contribution**

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

**ARTICLE 8. PERSONNEL**

**8.1. Work Assignments**

**8.1.1. Fulfillment of Duties**

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

### **8.1.2. Work Assignments**

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

## **8.2. Conduct**

### **8.2.1. Standard of Employment**

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

### **8.2.2. Use of Position**

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

### **8.2.3. Use of Municipal Property**

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

### **8.2.4. Confidentiality**

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

### **8.2.5. Consumption of Alcoholic Beverages**

An employee shall not bring or consume any alcoholic beverage on property owned or maintained by the Employer at any time. An employee is strictly forbidden from consuming any alcoholic beverage during working hours. Any violation of this provision will lead to immediate suspension and further discipline, up to and including termination. At the discretion of the Business Administrator, an employee may be permitted to seek alcohol treatment. In the event an employee is permitted leave to seek such treatment, disciplinary charges will be held in abeyance until the employee has completed said treatment. Upon the employee's completion of said treatment, the City may proceed with disciplinary charges.

### **8.2.6. Tardiness**

#### **(a) Unauthorized Tardiness**

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

**(b) Definition**

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

**(c) Discipline**

The following disciplinary action may result for such unauthorized tardiness:

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

**(d) Twelve Month Limitation**

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

**8.2.7. Absence without Approved Leave**

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

**8.3. Discipline**

**8.3.1. Just Cause**

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

**8.3.2. Representation**

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

#### **8.4. Termination of Employment**

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

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

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

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

### **ARTICLE 9. CIVIL SERVICE**

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

### **ARTICLE 10. MISCELLANEOUS PROVISIONS**

#### **10.1 Savings Clause**

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



## **10.2. Severability**

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

## **10.3. Breach of Agreement**

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

## **10.4. Embodiment of Agreement**

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

## **10.5. Personnel Regulations**

It is understood and agreed that the Personnel Regulations shall apply in all cases and for all matters not covered by this Agreement. In the event the City of Bridgeton Personnel Policy and Procedure Manual conflicts with any provision of this Agreement, this Agreement shall be controlling and binding upon the parties.

# **ARTICLE 11. TERM OF AGREEMENT**


## **11.1 Term**

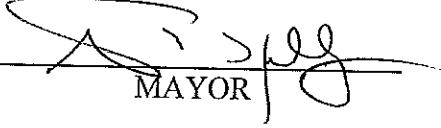
This Agreement shall be in effect until June 30, 2016, and year to year thereafter, unless modified by a subsequent Agreement.

## **11.2. Negotiations of Successor Agreement**


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

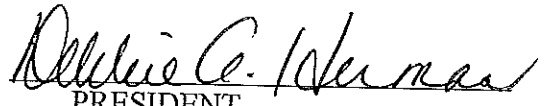
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed on the day and year first above written.

ATTEST:  
  
CITY CLERK

CITY OF BRIDGETON  
By:   
MAYOR

N.J.C.S.A., CUMBERLAND COUNTY COUNCIL #18

  
SHOP STEWARD

  
PRESIDENT