

3-0080
15-46
72-73

THIS BOOK DOES
NOT CIRCULATE

THIS AGREEMENT made and entered into this 18th day of September, 1972, effective January 1, 1972 by and between THE TOWNSHIP OF BRIDGEWATER, a Municipal Corporation in the County of Somerset, and State of New Jersey, party of the first part, hereinafter designated "Bridgewater" and P.B.A. Local 174 of the Township of Bridgewater in the County of Somerset, and State of New Jersey, hereinafter designated "Representative",

WHEREAS pursuant to the provisions of Chapter 303 of the Laws of 1968 of the State of New Jersey the P.B.A. has previously submitted itself as the proposed Representative for the Bridgewater Township Police Department members, exclusive of the Director of Public Safety¹, and said P.B.A. was recognized as the exclusive bargaining agent for the Bridgewater Police Department, to include all full time Police Officers, Sergeants, Deputy Director of Public Safety-Chief of Police and Deputy Directors of Public Safety-Lieutenants, but excluding the Director of Public Safety. It is also agreed upon between the parties that the rank of Deputy Director-Chief of Police and Deputy Director-Lieutenant shall be recognized as inclusive in the appropriate negotiating unit for the single term of this Agreement only; and that such recognition on the part of the Township shall not be construed to indicate or to grant any waiver on behalf of the Township's rights to seek to preclude the rank of Deputy Director of Public Safety from the appropriate unit in future years. Further, that nothing agreed to herein shall be considered or interpreted as indicating the establishment of any precedent of prior agreement, special circumstances, or established practice pursuant to and as recited in Chapter 303 of the Laws of 1968.

NOW THEREFORE in consideration for services performed by members of the P.B.A. and the mutual covenants hereof, it is agreed as follows:

SECTION 1. Term

The term of this Agreement shall be for the period January 1, 1972 to December 31, 1973. Commencing on or about October 1, 1973, the parties hereto shall meet for the purpose of bargaining for a new collective bargaining agreement.

SECTION 2. Applicability

The provisions of this Agreement shall apply only to all full time members of the Bridgewater Township Police Department.

SECTION 3. Salaries

The salaries for all members of the Bridgewater Township Police Department shall be increased in the amount of five per cent (5%) per annum to commence retroactively from the first day of the term of this Agreement which is January 1, 1972 and shall be increased by a like amount of five per cent (5%) on January 1, 1972. Any members of the Bridgewater Township Police Department hired subsequent to January 1, 1972 or transferred to such unit subsequent to January 1, 1972 but before September 18, 1972 shall receive an increase of five per cent (5%) per annum retroactive to such hiring or transfer date.

The salary amounts and amount of longevity as set forth in the official salary records of the Township as they exist on December 31, 1971 shall have become the base salary and longevity for all members of the unit on such date.

The salary amount paid to those members of the unit hired on and after January 1, 1972, except as otherwise specified herein and for the term of this agreement shall be as follows:

- A. From hire date to completion of three (3) months probation - \$8,500
- B. From start of fourth (4th) month to completion of one (1) year ----- \$9,000
- C. From completion of one (1) year to completion of two (2) years ----- \$9,600
- D. From completion of two (2) years to completion of three (3) years ----- \$10,100
- E. Fourth (4th) year of service ----- \$10,600
- F. Promotion to Sergeant to be paid \$1,000 above scale held as Police Officer*
- G. Promotion to Deputy Director of Public Safety to be paid \$1,400 above scale held as Sergeant*
- H. Promotion to Detective to be paid \$300 above scale being paid at time assigned to Detective Division*

*Increase above previous scale to be pro-rated based upon balance of year remaining at time of promotion.

SECTION 4. Annual Longevity Increment

An increment, in addition to the above base salary, shall be paid for continuous service with Bridgewater Police Department from the date of hire to certain anniversary dates as follows:

<u>ANNIVERSARY PERIOD</u>	<u>INCREMENT*</u>
-start of 6th year to and including the 10th year	2% of annual base salary
-start of 11th year to and including the 15th year	2 1/2% of annual base salary
-start of 16th year to and including the 20th year	3% of annual base salary
-start of 21st year and beyond	4% of annual base salary

SECTION 5. Holidays

All individuals covered by this contract are entitled to 12 days pay at straight time for holidays in addition to annual salary during the term of this contract, which for all practical purposes, are as follows:

New Years Day, Washington's Brithday, Lincoln's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Columbus Day, Election Day, Thanksgiving, Christmas Day.

Payment for these holidays will be in the form of two payments; (1) for six days payable on the last payday in May and (2) for six days payable on the last payday in November. This holiday compensation shall be adjusted for all holidays falling on or after individual anniversary dates.

SECTION 6. Grievance Procedure

(a) Definitions

(1) A "grievance" is a claim by one or more policemen below rank of Director of Public Safety based upon the

*Not compounded or cumulative

misinterpretation, misapplication or violation of this Agreement by Bridgewater Township or its Representatives.

(2) An "aggrieved person" is the person or persons making the claim.

(3) "Policeman" is a full time officer of the Police Department.

(4) The P.B.A. Local 174 is the recognized body representing the Bridgewater Police Department under this contract as heretofore set forth.

(b) Purpose

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 policemen. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

(c) Grievance

(1) Should any dispute or difference arise between the Township and the Representative or its members as to the interpretation, application or operation of any provision of this Agreement, both parties shall endeavor to settle same in the simplest and most direct manner. The procedure shall be as follows: (unless any step thereof is waived by mutual consent)

FIRST: The Director of Public Safety shall meet with the grievant and the representative of P.B.A. and grievant's attorney if he chooses, within 10 days after the event giving rise to the grievance has occurred. The grievance shall be reduced to writing prior to said meeting. The Director shall give his written answer within three working days after the meeting.

SECOND: (a) If the grievance is not settled at the first step, the grievant or the representative from the P.B.A., may make written request for a second step meeting within 20 days after the answer at the first step, except that in disciplinary action grievances, the written request for a second step meeting shall be made within five working days after the answer is received at the first step. The Director shall set a

meeting within five working days after the request, or at such other time as is mutually agreeable. Said second step meeting shall be between the Township Police Commission and the grievant with the P.B.A. representative. The Township's answer to the second step shall be delivered to the P.B.A. within five working days after the meeting.

THIRD: If the aggrieved person or the P.B.A. representative is not satisfied with the handling or result of the grievance on the second level, he may within 15 days, notify the Township Police Commission that he wishes to take the matter to mediation as follows:

(a) Within 10 days after such written notice of submission to mediation, the Township Police Commission and the P.B.A. Committee shall attempt to agree upon a mutually acceptable mediator to serve. If the parties are unable to agree upon a mediator or to obtain such a commitment within the specified period, a request for a list of mediators may be made to the State Board of Mediation by the aggrieved party. The parties shall then be bound by the rules and procedures of the State Board of Mediation in the selection of a mediator.

(b) The mediator so selected shall confer with the representatives of the Township Police Commission and the P.B.A. and hold a hearing promptly. He shall issue his decision not later than 20 days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The mediator's decision shall be in writing and shall set forth his finding of fact, reasoning and conclusions on the issues submitted. The mediator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the mediator shall be submitted to the Township Police Commission and the Representative and shall be non-binding on the parties.

(c) The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel,

subsistence expenses and the cost of the hearing room shall be borne equally by the Township of Bridgewater and the P.B.A. Local 174 representing the Bridgewater Township Police Department. Any other expenses incurred shall be paid by the party incurring same.

SECTION 7.

It is agreed that proposals will be exchanged between the P.B.A. Local No. 174 representing the Bridgewater Township Police Department and the Township Police Commission of the Township of Bridgewater representing management for the 1974 contract by November 15, 1973.

SECTION 8.

It is also agreed that none of the below listed benefits* will be changed for the life of this contract, unless agreed upon by both parties involved.

*1. Uniformed Police - Uniforms and equipment per prevailing practices and policies on supplying and maintaining such clothing and equipment as attached hereto.

Non-uniformed Police - Civilian clothing allowance per prevailing policies and practices on supplying and maintaining such clothing for those individuals designated by the Police Commission to wear civilian clothing in furtherance of their police duties as attached hereto.

*2. Sick-leave - Per Police Department Personnel Policies, adopted May 16, 1966.

*3. Vacation - Per Police Department Personnel Policies, adopted May 16, 1966.

*4. Blue Cross & Blue Shield and Rider J; Family Plan - Per Section 9 Township of Bridgewater Personnel Policies, Practices and Regulations.

*5. Major Medical Coverage - same as above.

*6. The terms of 1972 Salary & Wage Ordinance shall apply where not in conflict with any provision of this Agreement.


1. It is hereby agreed that the designations of Director of Public Safety, Deputy Director of Public Safety - Chief of Police, and Deputy Directors of Public Safety - Lieutenants, and Police Officer are included in this Contract because they are the titles which are

presently in existence in accordance with an existing Township Ordinance governing the Police Department. In the event that such Ordinance shall be deemed invalid and the titles shall not be in existence, then the titles contained in the previous collective bargaining agreement shall be applicable and shall be utilized as though set forth in this Agreement. The compensation payable by reason of the title set forth in this Agreement shall be payable only so long as such titles are deemed valid. In the event that such titles are not deemed valid and the titles in the previous agreement are deemed to be in effect, any individual who has received any excess monies because of the new title shall return such monies by means of a deduction in the first pay check following the determination of the invalidity and such individuals shall receive the compensation attributable to the old titles as though the new titles had never been in existence.


This Agreement shall be binding upon the parties hereto, their successors and assigns and the execution hereof embodies the ratification by the entire membership of the P.B.A. and is duly authorized by the Resolution of the Township Committee of the Township of Bridgewater.

THE TOWNSHIP OF BRIDGEWATER

Attest:



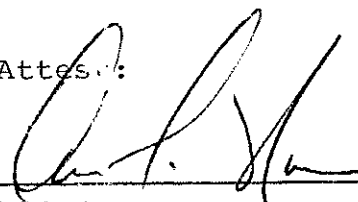
Roselle H. Hall, Clerk

By: 


Leonard B. Galyean, Mayor

P.B.A. LOCAL 174

Attest:



NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 11, 1976
Secretary

By: 

Robert J. Baughman
President

TOWNSHIP OF BRIDGEWATER STATIONERY

TOWNSHIP OF BRIDGEWATER

STATEMENT OF POLICY, PRACTICE & REGULATIONS

Subject: Bridgewater Police Department Clothing

Statement
of Policy

It shall be the policy of the Township of Bridgewater to supply and maintain clothing or allowances therefor, covering all full-time, regular members of the Bridgewater Police Department. Further, all such clothing, or clothing resulting from allowance, shall remain the property of Bridgewater Township and will be so marked.

Eligible Police
Personnel

All full-time, active-duty police personnel on the regular Township payroll.

Practice

(a) Uniformed Police Personnel: The classifications of those personnel whose regular active-duty dress is a uniform, shall be furnished such uniform at Township expense under regular Township purchasing procedures and shall include shoes, but shall exclude all undergarments.

(b) Non-uniformed Police Personnel: The classification of personnel as the Police Commission may, from time to time, designate, whose regular active duty necessitates the wearing of civilian-type street clothing, shall be provided by the Township a dollar allowance of Two Hundred (\$200) Dollars for the procurement of said civilian-type street clothing, with the following stipulations:

1. Said civilian-type street clothing is to be worn only during the time of active duty on Police business.
2. The procurement of said civilian-type clothing to be in accordance with sourcing and procedures established within regular purchasing and control programs of the Township.
3. After the expiration of duty-connected useful life, these garments will be turned in to that person designated by the Police Commission for appropriate disposition.

The allowance of Two Hundred (\$200) Dollars per annum shall begin effective January 1, 1972, and for each calendar year thereafter. Should an

individual from the Bridgewater Township Police Department be assigned to a non-uniformed status after January 1 of any year, the amount of Two Hundred (\$200) Dollars will be paid at the time of transfer.

(c) Maintenance: The cleaning, repair and upkeep of all clothing, (uniform & civilian-type street), shall be carried on by and at the expense of Bridgewater Township, under regular procurement procedures for such services.

Procedures

Through administrative transfer of intelligence re: personnel, clothing specifications, delivery schedules, requirements, budget control, sizes and measurements, etc., the Supply Officer of the Police Department shall delineate such data as may be necessary to the Municipal Administrator or his designated alternate, to efficiently and promptly implement actions to meet all the clothing requirements of the Bridgewater Police Department as stipulated and specified herein.