

**BRIDGEWATER MUNICIPAL EMPLOYEES
ASSOCIATION
COLLECTIVE BARGAINING AGREEMENT**

**JANUARY 1, 2004
TO
DECEMBER 31, 2006**

THIS AGREEMENT, made and entered into as of the first day of January, 2004 between the Township of Bridgewater (hereinafter referred to as the "Township" or "Employer"), and the Bridgewater Municipal Employees Association (hereinafter referred to as the "BMEA").

ARTICLE I - RECOGNITION

- A. The Employer hereby recognizes the BMEA as the sole and exclusive bargaining agent for all employees now employed by the Township excluding the Police Department, Public Works and the Department of Parks and Recreation, maintenance personnel, Department Heads and other supervisory personnel, confidential employees, and seasonal and temporary employees of the Township in all those matters specifically provided for herein pertaining to wage, hours, and conditions of employment.
- B. The bargaining unit shall consist of all Township employees, excluding the positions in Paragraph A above.
- C. Wherever used herein, the term "employee" shall mean and be construed only as referring to an employee covered by this Agreement.
- D. The use of the masculine pronoun is intended to be inclusive of both males and females.

ARTICLE II - INCORPORATION OF TOWNSHIP PERSONNEL CODE

Incorporation of the Bridgewater Township Personnel Code by reference.

This Agreement specifically incorporates the Code of the Township of Bridgewater Personnel Policies (Chapter 26) as of June 2, 1987 as if the latter were fully set forth herein.

ARTICLE III - MANAGEMENT RIGHTS

The Township of Bridgewater reserves and retains solely and exclusively all of its statutory rights to manage the operation of the Township of Bridgewater. The sole and exclusive rights of the Township shall include, but are not limited to:

1. To establish or continue policies, practices or procedures for the conduct of the Departments and their services to residents.
2. From time to time, change or abolish such practices or procedures, but not the terms or conditions of employment.
3. To determine and re-determine from time to time the number, locations and relocations, and types of its employees or to discontinue any performance by employees of the Township.
4. To determine the number of hours per day or week any operation of the Department may be carried out.
5. To select and determine the number and types of employees required.

6. To assign such work to such employees in accordance with the requirement determined by the Department Directors.

7. To establish and regulate training programs for Members of the Department Directors.

8. To transfer, promote or demote employees for just cause in accordance with the needs of the Departments.

9. To lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons. Such employees have the right to displace an employee with less Township seniority in their own or another Department, providing the employee is in the employee's own or a lower classification and providing further, that the employee can perform the work.

10. To continue, alter, make and enforce reasonable rules for the maintenance of discipline.

11. To suspend, discharge or otherwise discipline employees for just cause and otherwise to take such measures as the Township may determine to be necessary for the orderly and efficient operation of the Departments for the Township.

12. To review annually and update or increase the BMEA job descriptions, positions, salaries and grades.

ARTICLE IV - GRIEVANCE PROCEDURE

The procedure for adjusting grievances shall provide each employee with a full opportunity for presenting his/her grievance and for the participation of BMEA representatives.

Definition: A grievance shall be defined as a complaint by an employee that, as to the employee, there has been an inequitable, improper or unjust application, interpretation or violation of this Agreement and/or general practices in effect in the Township.

Presentation of Grievance: In the presentation of the grievance, the grievant shall have the right to present his/her own appeal or to designate a BMEA Representative to appear with the grievant. There shall be no loss of pay for the time spent in presenting the grievance by the grievant through the grievance procedure.

Steps of Grievance Procedure: The following shall constitute the initial method for the resolving of grievance between the parties covered by this agreement:

Step 1: The grievant shall institute action under the provisions hereof in writing, signed, and delivered to the Director of the Department within ten (10) working days after he/she would reasonably be expected to know of the occurrence. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance. The

Director shall render a decision, in writing, within five (5) working days after receipt of the grievance.

Step 2: In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his/her complaint with the Township Administrator within ten (10) working days following the determination of Step 1. The Administrator shall render his decision within five (5) working days after receipt of the complaint.

Step 3: In the event satisfactory settlement has not been reached, the grievant shall, in writing and signed, file his/her complaint with the Mayor within ten (10) working days following the determination in Step 2. The Mayor shall render the decision within five (5) working days after the receipt of the complaint. This decision shall be final in all cases except where a violation of this Agreement is alleged.

Step 4: In the case of an alleged violation of this Agreement, should the grievant be dissatisfied with the Mayor's decision, the grievant, with the approval of the BMEA, has twenty (20) working days in which to request binding arbitration. The Arbitrator shall be chosen from a panel submitted by the Public Employees Relations Commission and selected in accordance with its provisions. However, no arbitration shall be scheduled sooner than thirty (30) days after the final decision of the Mayor. The Arbitrator's decision shall be in writing and shall set forth his/her findings, the facts, reason, and conclusion of the issues submitted. Said decision will be final and binding on all parties. The cost for the services of the Arbitrator shall be borne equally by the Township and the BMEA. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

The cost of the transcript, if any, will be borne by the party requesting it. If both parties request the transcript, the cost will be borne equally. Time limits under this Article may be changed by mutual agreement, in writing only.

ARTICLE V - TIME OFF FOR BMEA REPRESENTATIVES

- A. The employer shall permit two (2) BMEA Representatives to conduct the business of the BMEA, which consists of conferring with employees and the employer on grievances and related matters in accordance with the grievance procedure set forth herein, during the duty hours of said representatives, without loss of pay. Employees who are the subject of the grievance and witnesses shall be permitted to confer with such representative during duty hours, without loss of pay. The conference time provided for shall not be in excess of one (1) hour per week per grievance.
- B. All grievance hearings and conferences shall take place at the mutual convenience of the BMEA and Employer. If said meeting is during regular work hours, BMEA representatives, employees, and witnesses shall be granted time off with pay for the purpose of attending such meetings.
- C. BMEA representatives whose regularly scheduled hours and work are after 5:00 p.m. will be allowed to attend scheduled BMEA meetings without loss of pay, vacation or

compensatory time. Their attendance at these meetings will be worked out with their immediate supervisors so that the workings of the Township will not be affected.

ARTICLE VI - DUES CHECK-OFF CLAUSE

The Township agrees to cooperate with the BMEA in deducting from the pay of each member of the bargaining unit the required amount of monthly dues as provided in the dues check-off authorization and to deduct from all non-members of the BMEA an amount equal up to 85% of these dues. The BMEA hereby agrees to indemnify and hold harmless the Township of Bridgewater, its agents and officials for any and all claims which may be made by virtue of any deduction undertaken pursuant to this paragraph.

ARTICLE VII - WAGES AND ECONOMIC BENEFITS

- A. Effective January 1, 2004 and January 1, 2006, the wage rates shall be those listed in Appendix A.
- B. Library employees covered by this Contract will receive four (4) hours call-in pay, in the event the employee is called back to work or is called in on an unscheduled work day.

Longevity Payments: Longevity payments shall be rolled into the base salary for all eligible members :

- 1. All members who successfully complete their fifth (5th) year of service shall, at the start of their sixth (6th) year of service, receive two percent (2%) of their annual base salary.
- 2. All members who successfully complete their tenth (10th) year of service shall, at the start of their eleventh (11th) year, receive three percent (3%) of their annual base salary.
- 3. All members who successfully complete their fifteenth (15th) year of service shall, at the start of their sixteenth (16th) year, receive four percent (4%) of their annual base salary.
- 4. All members who successfully complete their twentieth (20th) year of service shall, at the start of their twenty-first (21st) year, receive five percent (5%) of their annual base salary.

ARTICLE VII - WAGES AND ECONOMIC BENEFITS

- 5. No member shall receive more than \$1,000, of longevity pay.
- 6. Only those full-time members hired before December 31, 1988 shall be entitled to longevity payments.
- 7. Longevity payments shall be rolled into the base salary for all eligible members.

ARTICLE VIII - UNIFORMS

The Township shall provide each survey team member, Engineering Department Construction inspector and each library custodian, at no cost to the employee for the calendar years 2004, 2005 and 2006.

A. Two (2) sets of uniforms per employee per year, consisting of a shirt and trousers and one (1) pair of safety shoes. Uniform specifications to be agreed to by management and BMEA membership.

B. Rain suits, rubber boots, gloves and safety items when needed.

Employees will be required, in accordance with Township policy, to wear said uniforms. Failure to wear these uniforms may result in disciplinary action.

ARTICLE IX- HOURS, COMPENSATION, VACATION, & LEAVES OF ABSENCE

A. HOURS

1. The official work week for Members of the Bridgewater Municipal Employee Association will be thirty-five (35) hours as shown in the following:

a. Municipal Building and Public Works: Monday - Friday,
9:00 am - 5:00 pm with one (1) hour lunch.

b. Municipal Court: Monday - Friday, 8:30 am-4:00 pm
with one half (1/2) hour lunch

c. Dispatchers: Four Day, Thirty-Five (35) hour week with
rotating shifts, approximately 7:00 am - 3:45 pm,
3:15 pm - 12:00 Midnight, 11:00 pm - 7:45 am

Records: Monday - Friday, 7:30 am - 3:00 pm, 8:00 am - 3:30 pm and
8:30 am - 4:00 pm with one half (1/2) hour for lunch.

d. Library: (a) Monday - Friday, 8:00 am - 4:00 pm with one (1) hour lunch;
Tuesday - Friday

(b) Tuesday- Saturday:

- Tuesday - Friday, 8:00 am - 4:00 pm with one (1) hour lunch
- Saturday - 8:30 am - 4:30 pm

(c) Monday - Friday, 4:00 pm - 11:30 pm with one-half (1/2) hour
lunch.

2. Flex-Time will be used when appropriate to the needs of the Township.

B. HOLIDAYS

1. For years 2004, 2005 and 2006, the following official holidays with pay shall be observed by the Township unless an alternate day of observance is directed by the Mayor:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Independence Day (4th of July)
Labor Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day and the day preceding, when the day preceding falls on a weekday.

- a. beginning in the year 2003, President's Day and three (3) floating holidays will replace Lincoln's Birthday, Washington's Birthday, Columbus Day and Election Day. In the years in which a Presidential Election is held, Election Day will be a holiday and will replace one of the floating holidays – for total of 15 holidays each year.
- b. employees must request a floating holiday forty-eight (48) hours before day requested.
- c. the 3 floating holidays can be taken on Lincoln's Birthday, Columbus Day or Election Day.
- d. the floating holidays are not available to those employees classified as Senior Dispatcher or Dispatcher.
2. If a holiday falls on a Saturday or Sunday, it shall be celebrated and compensated accordingly on the workday preceding or the workday following such holiday, at the discretion of the Township.
3. Where it is necessary to maintain regular service requiring an employee to work on an official holiday, such employee shall be compensated by receiving one and one-half (1 1/2) times the employee's regular rate for all hours actually worked in addition to receiving his/her regular holiday pay.
4. In the event that an official holiday is observed during an employee's vacation, he/she shall be entitled to an additional vacation day. If an official holiday occurs while an employee is on sick leave, he/she shall not have that holiday charged against his/her sick leave.

5. To be eligible to receive holiday pay, an employee must work his/her regularly scheduled workday before the holiday and his/her regularly scheduled workday after the holiday, unless the employee is on an approved absence with pay.

C. SICK LEAVE:

1. "Sick Leave" is defined as paid leave that may be granted to each full-time Township employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for him/her to perform the duties of his/her position or who is quarantined by a physician because he/she has been exposed to a contagious disease. Sick leave must be earned before it can be used. Sick leave may be granted to an employee due to a serious illness (requiring hospitalization or nursing care) of an employee's spouse; however, not in excess of five (5) working days. Regular part-time employees are not eligible for extended sick leave. All absences due to illness or disability shall be reported immediately by or for the employee to his/her Department Director with indication of expected duration.
2. Full-time employees shall be entitled to fifteen (15) working days of sick leave with pay per year in each calendar year after they have completed one (1) year of satisfactory continuous service.
3. Full-time employees who have worked less than one (1) year shall be entitled to one (1) sick leave day with pay for each month worked.
4. Upon termination or resignation in good standing, a BMEA employee who has served ten (10) years with the Township of Bridgewater shall receive one day's pay for every four (4) days of accumulated unused sick leave based on a maximum accumulation of 200 sick days. (Example: 100 accumulated sick days equals pay for 25 days.)
5. Upon retirement a BMEA employee who has served ten (10) years with the Township of Bridgewater shall receive one (1) day's pay for every three (3) days of accumulated unused sick leave based on a maximum accumulation of 240 sick days. (Example: 150 accumulated sick days equals pay for 50 days.)
6. Accumulated sick leave may be used by an employee only for personal illness or disabling injuries.
7. Extended Sick Leave Policy:
 - a. Successive periods of illness or disability shall be counted together as one (1) period in computing the period during which the employee shall be entitled to benefits, except that any sickness occurring after an employee has been continuously engaged in the performance of duty for thirteen (13) weeks shall be considered as a new sickness and not as part of any disability which preceded such period of thirteen (13) weeks. In the event that an employee's illness or disability continues for a prolonged period and the employee has exhausted his/her accumulation of unused sick leave days, annual vacation, and personal leave days, extended sick leave benefits may be available to him/her for a maximum period of twenty-six (26) weeks. The first thirteen (13) weeks or any portion

thereof shall be paid at the employee's full annual base salary. The next thirteen (13) weeks or any portion thereof shall be paid at the rate of fifty (50) percent of the employee's annual base salary.

- b. Conditions of Eligibility: Extended sick leave benefits shall be available to employees pursuant to the following terms and conditions:
 - 1. The employee shall have successfully completed his/her probation period and have regular employment status with the Township.
 - 2. An employee shall have exhausted his/her accumulation of unused sick leave, personal leave and vacation leave and shall have continued to be ill or disabled.
- c. In the event that an official holiday is observed during the period in which an employee has been extended sick leave, the employee shall not have that holiday counted against his/her extended sick leave.

D. VACATION TIME:

- 1. Full-time employees hired on and/or before December 31, 1994 shall earn vacation on the basis of the following schedule:
 - a. employees hired during the first half of the year (Jan. 1 – June 30) will earn five (5) vacation days after six (6) months of continuous service. On the date on which the employee commences the second (2nd) year of continuous service, the employee will earn ten (10) paid vacation days. At the beginning of the next calendar year the employee will earn ten (10) paid vacation days, and will continue to earn vacation at the beginning of the calendar year in subsequent years.
 - b. employees hired during the second half of the year (July 1 – Dec. 31) will earn five (5) paid vacation days after six (6) months of continuous service. On the date on which the employee commences the second (2nd) year of continuous service, the employee will earn five (5) paid vacation days. At the beginning of the next calendar year the employee will earn ten (10) paid vacation days, and will continue to earn vacation at the beginning of the calendar year in subsequent years.
 - c. fifteen (15) days paid vacation in each year, beginning on the date on which the employee commences the sixth (6th) year of continuous service.
 - d. twenty (20) days paid vacation in each year, beginning on the date on which the employee commences the eleventh (11th) year of continuous service.
 - e. twenty-one (21) days paid vacation in each year, beginning on the date on which the employee commences the thirteenth (13th) year of continuous service.

- f. twenty-two (22) days paid vacation in each year, beginning on the date on which the employee commences the fifteenth (15th) year of continuous service.
- g. twenty-three (23) days paid vacation in each year, beginning on the date on which the employee commences the seventeenth (17th) year of continuous service.
- h. twenty-four (24) days paid vacation in each year, beginning on the date on which the employee commences the nineteenth (19th) year of continuous service.
- i. twenty-five (25) days paid vacation in each year, beginning on the date on which the employee commences the twenty first (21st) year of continuous service.
- j. full-time employees hired on and/or after January 1, 1995 shall earn vacation on the basis of (a) through (d) above.

Subject to the provision of all paragraphs below, vacation leave shall be taken on a calendar-year basis.

2. Vacation leave must be earned before it can be taken. An employee must request vacation in advance by notifying his/her immediate supervisor, on forms that will be provided, of the requested vacation as early in the calendar year as possible, but at least four (4) weeks before the vacation scheduled to meet the individual desires of all employees. When there is conflict in the dates of proposed vacation schedules, preference is given to the employee with seniority. The request shall be viewed by the Department Director in terms of workload, other vacation requests in the department, and the effect of the requested vacation on the proper operation and functioning of the department. The request shall be forwarded to the Township Administrator, upon his request, with the Department Director's recommendation for approval by the Township Administrator. A person employed before the tenth (10th) of the month shall be considered to have been employed for the entire month.
3. Vacation time should be used in the year in which it is earned. It may, however, be extended through June of the following year with the approval of the appropriate Department Director and Township Administrator. However, it shall not be combined with the subsequent year's vacation.
4. Vacation time, which shall be scheduled subject to approval of the Department Director, may be taken in a half (1/2) day increments.
5. At the time of separation from service, the employee shall be entitled to pay for any full day's vacation earned and not previously used.
6. Employees may be paid at their straight time rate for up to five (5) days of vacation accrued but not used by the end of a calendar year, provided a written request for same is presented to the Township Administrator by January 15th of the following year.

7. If an employee should die while employed, a sum of money equal to his/her earned and unused vacation leave, will be paid to the employee's estate.
8. The salary paid while on vacation leave will be the same amount one would have earned had one worked regular straight-time hours during the vacation period.
9. If on a leave of absence without pay for more than two (2) weeks in any month, an employee shall not earn vacation leave for that month, except in the case of military leave.
10. An employee on approved vacation leave, sick leave, injury leave or military leave will continue to accrue vacation leave according to his/her length of service and regular work schedule.
11. If a holiday, observed by the Township, occurs during the period of vacation leave, it is credited to the balance of the vacation leave, the employee will receive an equivalent day off as scheduled by the Department Director.

E. OVERTIME:

An employee who works overtime may choose to be compensated by taking time off instead of money. The Township will permit an employee who chooses this option to take up to thirty (30) days or 240 hours compensatory time per year. The Township will comply with the Fair Labor Standards Act and all State and Federal Rules with respect to overtime.

F. FUNERAL LEAVE:

Full-time employees will be granted leave with pay, not to exceed five (5) days, in the event of a death in the immediate family, by the Department Director through the office of the Township Administrator. Such leave shall be in addition to vacation leave and sick leave. For purposes of death leave, the term "immediate family" is defined as husband, wife, children, and other members of the same home; father and mother, stepfather, stepmother, brothers and sisters; grandfather and grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, and grandchildren. Exceptions may be made to the designated members of the immediate family in cases in which the deceased has had a long-standing family relationship with the employee, as in the case for example of step-parents.

In cases where the death of an aunt, uncle, nephew, niece or cousin of the first degree up to one (1) calendar day off with pay will be granted. Exception to the above may be made where the deceased is buried in another city or state, and the employee would be unable to return in time for work with the leave granted.

G. JURY DUTY:

In the event that an employee is required to serve jury duty, he/she shall be paid the difference between the daily fee allowed by the court and his/her daily rate of pay for scheduled work time lost, exclusive of any overtime, upon presentation of proper evidence of jury service. If the

employee is excused from jury duty at or before 12:00 noon, the employee must report to his/her work assignment.

H. PERSONAL LEAVE:

An employee may be granted three (3) personal leave days each calendar year, but not in conjunction with holidays; if used in conjunction with vacation, the approval of the Department Director is necessary. These personal leave days are for the transaction of stated personal business, which shall be reviewed by the Department Director through the office of the Township Administrator for approval. The employee requesting such leave shall do so by providing his/her Department Director with notification at least forty-eight (48) hours in advance, except in the case of emergency. The granting of a personal leave day shall be consistent with the needs of the department. Newly-hired employees during the remainder of their first calendar year of service shall be granted one and one-half (1 ½) days of personal leave for each three (3) months of service to the limit of three (3) days. Personal days may be taken in half (1/2) day increments. One (1) day may be taken with no reason given.

I. MILITARY LEAVE:

Any full-time regular employee who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence in addition to his/her vacation for the period of such training as authorized by law. The employee shall receive his/her weekly rate of pay for scheduled work time lost, exclusive of overtime, upon presentation of proper evidence of military service.

When a full-time regular employee has been called to active duty or inducted into the military or naval forces of the United States, he/she shall be granted an indefinite leave of absence without pay for the duration of such active military service provided that he/she does not voluntarily extend such service. Such employee shall have the right to reinstatement to his/her former position or a position of equal status without the loss of privileges or seniority, provided he/she reports for duty with the Township within ninety (90) days following his/her honorable discharge.

J. LEAVE WITHOUT PAY:

Leave without pay may be granted to full-time employees. Normally, it shall be granted only when the employee has used his/her accumulated sick leave and vacation in the case of illness, or his/her vacation leave if leave without pay is requested for reasons other than illness. During this period the employee shall not accrue any benefits or seniority.

Requests for leave without pay must be initiated in writing by the employee, containing the starting date, approximate date of return and reasons for such a request. It shall be approved by the Department Director and the Township Administrator.

Such leave, except for military leave without pay, shall not be approved for a period of longer than ninety (90) days at one (1) time.

This period may be extended for an additional ninety (90) days or any portion thereof. Requests for an extension of said leave without pay must be submitted by the employee to the Department Director in writing at least twenty (20) days prior to the date on which the initial leave expires. Said request must be approved by the Department Director and Township Administrator.

Any employee leaving his/her post of duty before receiving written authorization of such leave by the Township Administrator or who returns seeking to claim his position after the expiration of such leave will be deemed to have abandoned his/her position and resigned from the employ of the Township.

If an employee accepts another position while on leave without pay, his/her employment by the Township shall be terminated.

The Township reserves the right to grant leaves without pay for good and sufficient reason.

K. OTHER:

All other matters pertaining to sick time, vacation time and overtime are controlled by the applicable provisions of the Bridgewater Township Code.

ARTICLE X - ADDITIONAL COMPENSATION

A. SHIFT DIFFERENTIAL AND HOLIDAY PAY FOR POLICE DISPATCHERS

1. Holiday Pay: All dispatchers covered by this agreement shall be entitled to fifteen (15) paid holidays per year. The rate of pay shall be the straight time, annual rate of pay in effect at the time of the holiday. The said holidays are as follows:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day (4th of July)
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day

Payment for these holidays will be provided in the base salary for all dispatchers.

2. Shift Differential: A member who works a rotational shift in a continuous one hundred eighty (180) day period shall receive an annual shift differential of Six Hundred Dollars (\$600.00) to be paid on the first pay day in December for all dispatchers.
3. All dispatchers and inspectors covered by this contract will receive four (4) hours call-in-pay, in the event that the employee is called back to work or is called in on an unscheduled work day.
4. All dispatchers shall be awarded five (5) additional hours for scheduled work on a recognized holiday.
5. Training compensation for previous training of new dispatchers three hundred fifty dollars (\$350.00).

B. Incentive:

The Township and BMEA agree to introduce on a trial basis an incentive-based compensation plan. Each member will be evaluated annually, and will be eligible for the incentive subject to the following conditions: (1) the member's manager provides a satisfactory job performance rating, and (2) the member completes one or more of the following objectives:

OBJECTIVES

1. Members who complete course work or on-the-job training to gain a N.J State certification, which is related to a township position but not required for, continued employment in his/her current position.
2. Members who complete a pre-approved continuing education program relating to his/her current position which is intended to increase productivity, efficiency, or utilization of advanced technology. The cost of the training shall be borne by the Township.
3. Members who, in addition to their current work assignment, actively participate in the Bridgewater Emergency Services Program.
4. Members who are engaged actively in a pre-approved cross training programs leading to lateral or advanced positions.
5. Members who successfully train other members (including new employees) to qualify to hold a recognized Township position.
6. Members who, in addition to their current work assignment, successfully complete training in emergency preparedness including but not limited to response to natural disasters, infectious disease/ blood borne pathogens control, or homeland security as offered by the Township or are approved agency

The maximum annual incentive is 1% annually. Any and all grievances shall be resolved through the Grievance procedure outlined in Article IV.

The incentive based compensation plan shall be valid for the length of the contract. The plan may be terminated before expiration of the contract with mutual consent of the parties. The Township has the sole authority to continue the incentive plan, and can renew or cancel the incentive plan after expiration of this contract.

ARTICLE XI - BENEFITS FOR REGULAR PART-TIME EMPLOYEES

- A. "Regular part-time employee" is defined as follows:

An employee of the Township who works on a regular year-round part time basis for a minimum of twenty (20) hours per week, but fewer than thirty-five (35) hours per week, who is paid wages on an hourly basis and who is not a temporary or seasonal employee.

- B. The provisions of Article IX shall apply to regular part-time employees; provided, however, that a day shall be deemed to equal four (4) hours for purposes of vacation leave or holidays.
- C. The provisions of Paragraph G of Article IX, Military Leave, shall not be applicable to regular part-time employees.

ARTICLE XII - EMPLOYMENT

A. All new employees will receive a written confirmation of their initial job title and starting salary on or before their first day of employment. Such confirmation shall be provided by the Township Administrator and shall state that it is subject to the terms of this Agreement and to the applicable provisions of the Township Code. All new employees covered by this Agreement will be hired on the salary guide on the appropriate step.

B. Management will make reasonable efforts to provide job descriptions for all BMEA members.

C. Employment opportunities (including new job titles) and promotional opportunities in the Departments shall be posted on the bulletin boards of both floors of the Municipal Building, the Court Annex Building, Police Department, and advertised in the official Township newspaper and may be advertised in appropriate professional journals; such posting and advertisement shall take place prior to any personnel action on such opportunities. Qualified Township employees shall have preference in being considered for said positions; provided, however, they have completed one (1) year of satisfactory service with the Township.

D. Each Department Director shall conduct an annual evaluation or appraisal during the month of July of each Township employee in his department in order to measure progress made during the past year and to encourage self-improvement. This report serves as one (1) factor in determining the employee's present and potential value to the Township. It also serves as one (1) point in considering the employee for promotion or an increase in salary. The employee may attach an addendum to his/her evaluation.

ARTICLE XIII- INSURANCE

HEALTH BENEFITS AND PENSION PLAN COVERAGE

HEALTH BENEFITS

- A. The Township agrees to provide the following Health Benefits to covered Members of this Agreement and their dependents, on the first of the month following sixty (60) days of employment, as defined by the terms of the specific plan(s).
1. Township of Bridgewater Self-Insured Health Benefits Plan, or CIGNA Co-Med an HMO,
 2. Prescription Drug Plan,
 3. Dental Plan, and
 4. Vision Benefits (if other than the HMO is selected).
- B.
1. The Township reserves the right to charge the eligible Members so covered, one third (1/3) of the cost of health benefits, prescription, dental and vision plans (if other than the HMO is selected) which shall be deducted from a covered Member's compensation during the first year of service with the Township. Such cost of the Bridgewater Self-Insured Health Benefit Plan or any other plan which the Township elects shall be the cost as conclusively determined by the Bridgewater Director of Finance applicable to individuals, family, etc. At the completion of the Member's first year of service, the Township shall provide the Township of Bridgewater Self-Insured Health Benefits Plan or the selected HMO at no charge to those covered Members who elect it. As of January 1, 1996 the Township shall pay the same amount toward the cost of the HMO elected by a covered Member as it pays toward the Self-Insured Health Benefits Plan; any additional cost will be paid by the covered Member through payroll deductions. For purposes of premium comparison, the cost of the Township of Bridgewater Self-Insured Health Benefits Plan will be based on the funding rates for individual and family health coverage effective March 1st of the Plan Year. The complete details of these coverages are provided in the appropriate plan booklets and their enclosures.
 2. By reference to the Township of Bridgewater's Self-Insured Health Benefits Plan and the terms of said Plan, the major medical maximum benefit for all conditions other than mental/nervous/substance abuse disorders has been increased from \$1,000,000 for each benefit year and each (covered) individual's lifetime to \$2,000,000 for each of those "year(s) and lifetime(s)" effective January 1, 1996.
 3. The Township shall have the right in its sole discretion to substitute carriers and agrees that there shall be no change in the benefits.
- C. Upon retirement after twenty-five (25) years of service, the hospital, medical-surgical and major medical insurance coverages described in Article XIII or equivalent coverage, shall continue until death of Retiree. Upon retirement after twenty-five (25) years of service the dental and prescription plan insurance coverages described in Article XIII, or equivalent coverage, shall be continued until age of sixty-five (65) has been attained. As of January 1,

1996 the dental and prescription plan insurances so described in the next preceding sentence shall be continued until the death of the Retiree.

ARTICLE XIV - TERM

This Agreement and the benefits contained therein shall be in full force and effect from January 1, 2004 through and including the thirty-first (31st) day of December, 2006. Employee compensation during the term of the agreement shall be as set forth on Appendix A, attached to this Agreement, and is retroactive back to January 1, 1998. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth therein at the time of expiration, written notice shall be given to the other party not less than one hundred twenty (120) days prior to such expiration date. Collective negotiations on the terms of a new Agreement shall commence no later than ten (10) working days thereafter.

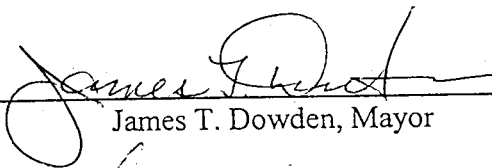
This Agreement shall remain in full force and effect during collective negotiations between parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new Agreement.

BRIDGEWATER MUNICIPAL
EMPLOYEES ASSOCIATION

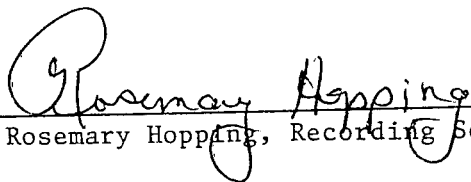
TOWNSHIP OF BRIDGEWATER



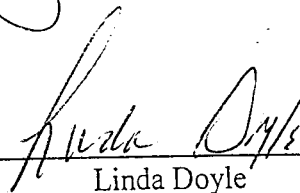
Chris O. Poulsen, President



James T. Dowden, Mayor



Rosemary Hopping, Recording Secretary



Linda Doyle
Deputy Township Clerk

Dated: _____

Dated: _____

APPENDIX A

January 1, 2004 through December 31, 2006

	2004	2005	2006
Annual % *	3%	3%	3%
Grade A	\$ 33,784.00	\$ 34,797.52	\$ 35,841.45
Grade B	\$ 36,148.88	\$ 37,233.35	\$ 38,350.35
Grade C	\$ 38,678.56	\$ 39,838.92	\$ 41,034.08
Grade D	\$ 40,446.04	\$ 41,659.42	\$ 42,909.20
Grade E	\$ 42,533.85	\$ 43,809.87	\$ 45,124.16
Grade F	\$ 45,509.52	\$ 46,874.81	\$ 48,281.05
Grade G	\$ 48,696.34	\$ 50,157.23	\$ 51,661.95
Grade H	\$ 52,105.64	\$ 53,668.81	\$ 55,278.87
Grade I	\$ 55,753.90	\$ 57,426.52	\$ 59,149.31
Grade J	\$ 59,657.60	\$ 61,447.33	\$ 63,290.75
Grade K	\$ 63,831.16	\$ 65,746.09	\$ 67,718.48
Grade L	\$ 68,301.36	\$ 70,350.40	\$ 72,460.91

Salary grades reflect the maximum range. All individuals may not fall in the maximum range for their grade.

* Percent increase may be 4% based on incentive section of contract.