

AGREEMENT BETWEEN

THE TOWNSHIP OF BRIDGEWATER, NEW JERSEY

AND

THE BRIDGEWATER MUNICIPAL EMPLOYEES ASSOCIATION

JANUARY 1, 2015 – DECEMBER 31, 2018

Eric M. Bernstein & Associates, L.L.C.
34 Mountain Boulevard, Building A
P.O. Box 4922
Warren, New Jersey 07059
Phone: 732-805-3360
Fax: 732-805-3346

Mets Schiro & McGovern, LLP
555 US Highway One South, Suite 240
Iselin, New Jersey 08830
Phone: 732-636-0040
Fax: 732-636-5705

MS

TABLE OF CONTENTS

	<u>PAGE</u>
AGREEMENT PAGE	1
ARTICLE I – RECOGNITION	2
ARTICLE II – INCORPORATION OF TOWNSHIP PERSONNEL CODE	3
ARTICLE III – MANAGEMENT RIGHTS	4
ARTICLE IV – GRIEVANCE PROCEDURE	5
ARTICLE V – TIME OFF FOR BMEA REPRESENTATIVES	7
ARTICLE VI – DUES CHECK OFF CLAUSE	8
ARTICLE VII – WAGES AND ECONOMIC BENEFITS	9
ARTICLE VIII – UNIFORMS	10
ARTICLE IX – HOURS, COMPENSATION, VACATION & LEAVES OF ABSENCE	11
ARTICLE X – BENEFITS FOR REGULAR PART-TIME EMPLOYEES	19
ARTICLE XI – EMPLOYMENT	20
ARTICLE XII – INSURANCE	21
ARTICLE XIII – FULLY BARGAINED CLAUSE	24
ARTICLE XIV – TERMS	25
APPENDIX A	26
BMEA POSITIONS	27

MBC

THIS AGREEMENT, made and entered into as of the 5 day of April 2017 by and 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").

MBC

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 and any job titles not attached to this Agreement. Both parties recognize that if a deleted/excluded job position maintains job responsibilities that would be included in the Association's scope or representation, such new position will be included in the Association bargaining unit.
- 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

The provisions of the Bridgewater Township Code as to Chapter 26 shall be incorporated by reference, including any and all changes to such in the future as if it were fully set forth herein to the extent it does not conflict with the collective bargaining agreement.

MPAC

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 Grievant's Supervisor 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 Grievant's Supervisor 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 in Step 1 above, the grievant shall, in writing and signed, file his/her grievance with the Administrator within five (5) working days after receipt of the decision in Step 1. The Administrator shall render a decision, in writing, within five (5) working days after receipt of the grievance.

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 of Step 2. The Mayor shall render his decision within ten (10) working days after 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 Employment Relations Commission (PERC) 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.

MPC

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 so long as it does not interfere with the operations of the Township. 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 grievance, so long as it does not interfere with the operations of the Township.
- 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, so long as it does not interfere with the operations of the Township.
- C. BMEA representatives whose regularly scheduled hours of 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 eighty-five (85%) percent 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.

MOC

ARTICLE VII

WAGES AND ECONOMIC BENEFITS

- A. Effective January 1, 2015 to December 31, 2018, 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 were rolled into the base salary for all eligible members as of January 1, 2004 on a one (1x) time basis and were limited to a maximum of One Thousand (\$1,000.00) Dollars only for those members hired prior to December 31, 1988.

- C. Pay periods will be semi-monthly (the 15th and 2nd to last day of the month) starting January 15, 2012.
- D. In order to receive the negotiated two (2%) percent wage increase in the years 2015, 2016 and 2017, retroactive to January 1 of each year (see Appendix A), the employee has to be on the active Township payroll during calendar year(s) 2015, 2016 and 2017; however, in order to receive the full amount, they have to work for the Township for the full year; otherwise, it shall be pro-rated for the given time period the member was employed with the Township. The 2018 increase shall be two (2%) percent as per Appendix A.

ARTICLE VIII

UNIFORMS

The Township shall provide each Engineering Department Construction inspector and each library custodian, at no cost to the employee for the calendar years 2015, 2016, 2017 and 2018.

- (1) 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 BMEBA membership.
- (2) 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 shall result in disciplinary action.

mpc

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. Records: Monday - Friday, 8:30 am - 4:00 pm with one half (1/2) hour for lunch.
 - d. Library employees shift work shall be scheduled by the Township. Changes to the schedule will be provided with a five (5) day notice unless in the case of emergencies.
2. Flex-Time will be used when appropriate to the needs of the Township.

B. HOLIDAYS

1. For years 2015, 2016, 2017 and 2018, 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

The Day Preceding Christmas when Christmas falls on a weekday.

- a. 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 (1) of the floating holidays – for a total of fifteen (15) holidays each year.
- b. Employees must request a floating holiday forty-eight (48) hours before day requested.

- c. The three (3) floating holidays can be taken on Lincoln's Birthday, Columbus Day or Election Day.
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. This shall only apply if Saturday or Sunday is not an employee's regular working day(s).
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. All employees hired after January 1, 2008 shall be entitled to twelve (12) sick days and at a rate of one (1) day per month after one (1) year of 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 (1) day's pay for every four (4) days of accumulated unused sick leave based on a maximum accumulation of two hundred (200) sick days. (Example: One hundred (100) accumulated sick days equals pay for twenty-five (25) days.)

5. All current BMEA employees shall be allowed to bank sick leave for use in the future as to illnesses in accordance with the collective bargaining agreement. In addition, all employees hired on or before January 1, 2012 shall be permitted, only upon retirement (as defined by New Jersey law), a sum of money as established below. Otherwise, no employee shall be compensated for unused accumulated sick leave at time of retirement.
6. Any BMEA employee hired on or before January 1, 2012 shall, at time of retirement (as defined by New Jersey law) and according to all Township ordinances, be eligible to receive an amount of money based upon the following formula:
 - (a) Only sick leave days accumulated and unused on the Township's books for said employee as of December 31, 2012 shall be eligible for calculation;
 - (b) This number shall be further reduced so that pay shall be based on one (1) days' pay for every three (3) accumulated unused sick leave based on a total maximum accumulation before reduction of two hundred forty (240) sick days (Example: 240 accumulated sick days equals pay for 80 days);
 - (c) That number determined by (a) and (b) above shall then be multiplied by the employee's daily pay rate (base salary plus longevity divided by 260) in effect as of December 31, 2012.
 - (d) The amount set forth in #a above shall be a maximum number; if an employee draws down on his accumulated sick leave bank once he has exhausted his current sick leave, he may not reaccumulate any unused sick leave time for pay at time of retirement, only for use in case of illness. (Example: if an employee has eighty (80) days on the books as of December 31, 2012 and has to use twenty (20) days of such, the maximum he can then be paid out for is sixty (60). Said pay bank can be further reduced every time an employee has to use time out of his accumulated leave.
 - (e) Employees may accrue sick time in the future for use when sick according to all Township ordinances, but cannot cash-in any accrued sick days earned after December 31, 2012.
7. Accumulated sick leave may be used by an employee only for personal illness or disabling injuries.
8. 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, vacation leave and compensatory time 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 (f) above, effective January 1, 2017.

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 two hundred forty (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) calendar days, one of which shall either be the day of death or the day of funeral, whichever the employee chooses, 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, step-mother, 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 (1st) 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 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 2:00 p.m. in Somerset, Morris, Hunterdon or Middlesex Counties, 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.

mpc

Any employee leaving his/her post or duty before receiving written authorization of such leave by the Township Administrator or who fails to return to work after the expiration of such leave shall be deemed to have abandoned his/her position and resigned, not in good standing, 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.

mpc

ARTICLE X

BENEFITS FOR REGULAR PART-TIME EMPLOYEES

- A. The provisions of the Bridgewater Township Code Section 26-31.1 shall apply for all employees of the bargaining unit that meet the definition of permanent part-time employees.
- B. Permanent part-time employees shall be members of this bargaining unit if their position(s) qualifies under the Recognition clause of this Agreement and vacancies in such position(s) shall be posted by the Township. However, the amount of hours regularly worked, the existence or lack of various paid/unpaid leave and/or benefits and/or who may be selected to fill the vacancies are at the sole, non-grievable discretion of the Township.
- C. The provisions of Paragraph G of Article IX, Military Leave, shall not be applicable to regular part-time employees.

MBU

ARTICLE XI

EMPLOYMENT

- A. All new employees will receive a written confirmation of their initial job title and starting salary on or before their first (1st) 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 be 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 XII

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;
 2. Prescription Drug Plan;
 3. Dental Plan; and,
 4. Vision Benefits.
- 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 which shall be deducted from a covered Member's compensation during the first (1st) 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. following the completion of the Member's first (1st) year of service, the Township shall provide the Township of Bridgewater Self-Insured Health Benefits Plan at no charge to those covered Members who elect it. 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. However, effective July 1, 2012, the provisions of Ch. 78, P.L. 2011 shall be deemed in effect, including as it relates to all applicable retirees.
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.

4. Effective January 1, 2012, the co-pay for office visits shall be decreased to \$15.00. Effective January 1, 2012 the prescription co-pay shall be \$0 for generic and \$15.00 for brand name.
- C. Upon retirement after twenty-five (25) years of service, including ten (10) years of service with the Township, bargaining unit members and their eligible dependents, including surviving spouses, are entitled to continue to receive full coverage under the current Township's Health and Benefits Program (including health, dental, prescription and vision benefits), that was in effect at the time of their retirement, provided that the employee has retired from PERS and has completed twenty-five (25) years (in a qualifying State pension system) or more of service credited and ten (10) years with Bridgewater Township. This coverage shall be provided to the retiree and his/her dependents and shall remain in full force and effect until the retiree's death, his/her spouse's death and, in the case of dependent children, until said children are no longer eligible for coverage (end of calendar year in which the dependent reached age twenty-six (26)). The Township shall further reimburse such retired employees for their premium charges under Part "B" of the Federal Medicare Program covering the retirees and their spouses.
- D. All employees hired on or after June 28, 2011 and those employees hired before June 28, 2011 and who did not have twenty (20) years of pensionable service as of June 28, 2011 shall be required to make premium contributions after retirement in accordance with Ch. 78, P.L. 2011. All current employees shall be required to make insurance premium coverage payments under Ch. 78, P.L. 2011 for the duration of this Agreement.
- E. Effective January 1, 2017, bargaining unit members who are eligible may seek to reduce or eliminate their insurance coverage with the Township on an annual basis. To do so, the bargaining unit member must provide to the Township, no later than November 30th of the previous year, proof of insurance coverage by a spouse or other eligible partner. No employee shall be permitted to opt-out of insurance coverage without such proof. Bargaining unit members shall be permitted to increase coverage to their previous level of opt-back into coverage, as established by law, during the open enrollment period or in the case of emergency if separate coverage is lost. For such opt-down or opt-out, the bargaining unit member will receive the amount as calculated in P.L. 2010 c. 2, as per the provisions of N.J.S.A. 52:14-173(1)(a) and N.J.S.A. 40A:10-17.1 as of January 1, 2017. Said payment shall be made as part of the bargaining unit member's opt-back in or back-up in coverage due to emergency only.
- F. Bargaining unit employees will be eligible to renew and accept a reduced health benefit plan, as required by the Affordable Care Act (ACA) as an alternative to the existing full benefit plan, at their choosing, should said plan become available during the duration of this Agreement. The election of the reduced benefit plan is on a voluntary basis.
- G. Supplemental coverage may be provided for Township employees who have at least attained age sixty five (65) and have a minimum of ten (10) years service in a full time position with the Township. The employee will receive primary health insurance through Medicare. All quarterly Medicare Part B payments will be made by the

employee. The employee will be eligible for supplementary health insurance coverage through the Township's self-funded plan. The monthly rate for this supplemental insurance will be determined on an annual basis no later than December 31 of the previous year. Enrollment in this coverage is optional for the employee. The employee must decide to enroll in this coverage within (30) thirty calendar days of the official retirement date. The employee may decline this coverage at any time. Failure to pay the monthly premium for this coverage will result in exclusion from the plan. If an employee opts out of the coverage or is removed for any of the above reasons, said coverage is no longer available. Employees enrolling in this coverage will receive supplemental health insurance and prescription only. Dental and vision benefits are not offered.

mbc

ARTICLE XIII

FULLY BARGAINED CLAUSE

- A. The Township and the BMEA agrees that this Agreement is the complete agreement between them and that no other understandings or agreements shall be binding on the Township or the BMEA during the term of this Agreement unless agreed to in writing between the Township and the BMEA subsequent to the date of execution of this Agreement.
- B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- C. It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties, shall govern their entire relationship, and shall be the sole source of all rights or claims which may be asserted. The BMEA, for the life of this Agreement, hereby waives any rights to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.
- D. This Agreement is separate and distinct from and independent of all other agreements entered into between the BMEA and other employer organizations, irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by the parties to such other agreements, or notices given under the provisions thereof, shall change or modify this Agreement, or in any manner affect the contractual relationship of the parties thereof.
- E. This Agreement shall not be modified in whole or in part by the parties except by any instrument in writing executed by both parties.

ARTICLE XIV

TERMS

This Agreement and the benefits contained therein shall be in full force and effect from January 1, 2015 through and including the thirty-first (31st) day of December, 2018. Employee compensation during the term of the Agreement shall be as set forth on Appendix A, attached to this Agreement. 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

Nadine Carr 4/5/2017
Nadine Carr, President - Date

Daniel J. Hayes, Jr.
Daniel J. Hayes, Jr., Mayor - Date

Marja Schaumberg 4/5/17
Marja Schaumberg, Recording Secretary - Date

Linda Doyle 4/5/2017
Linda Doyle, RMC, Township Clerk - Date

APPENDIX A

WAGE RATES
2015-2018

<u>Grade</u>	<u>(2% INCREASE)</u> <u>2015</u>		<u>(2% INCREASE)</u> <u>2016</u>		<u>(2% INCREASE)</u> <u>2017</u>		<u>(2% INCREASE)</u> <u>2018</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
A	\$26,846.52	\$44,076.56	\$27,383.45	\$44,958.09	\$27,931.12	\$45,857.25	\$28,489.74	\$46,774.40
B	\$28,729.39	\$47,634.95	\$29,303.98	\$48,587.65	\$29,890.06	\$49,559.40	\$30,487.86	\$50,550.59
C	\$30,738.43	\$50,462.28	\$31,353.20	\$51,471.53	\$31,980.26	\$52,500.96	\$32,619.80	\$53,550.98
D	\$32,890.75	\$52,768.21	\$33,548.57	\$53,823.57	\$34,219.54	\$54,900.04	\$34,903.93	\$55,998.04
E	\$35,192.01	\$55,492.12	\$35,909.93	\$56,601.96	\$36,628.13	\$57,734.00	\$37,360.69	\$58,888.68
F	\$37,654.73	\$62,518.78	\$38,407.82	\$63,769.16	\$39,175.98	\$65,044.54	\$39,959.50	\$66,345.44
G	\$40,291.40	\$68,063.79	\$41,097.23	\$69,452.29	\$41,919.17	\$70,841.34	\$42,757.55	\$72,258.17
H	\$42,128.77	\$68,866.83	\$42,971.35	\$70,244.17	\$43,836.78	\$71,649.05	\$44,713.52	\$73,082.03
I	\$44,461.60	\$72,739.75	\$45,350.83	\$74,194.55	\$46,257.85	\$75,678.44	\$47,183.01	\$77,192.01
J	\$47,407.81	\$77,832.73	\$48,355.97	\$79,389.38	\$49,323.09	\$80,977.17	\$50,309.55	\$82,272.71
K	\$50,726.67	\$83,288.62	\$51,741.20	\$84,954.39	\$52,776.02	\$86,653.48	\$53,831.54	\$88,386.55
L	\$54,272.93	\$89,109.88	\$55,358.39	\$90,892.08	\$56,465.56	\$92,709.92	\$57,594.87	\$94,601.20

MBC

BMEA-POSITIONS

GRADES

TITLES

A.....	Clerk Typist
.....	Custodian
.....	Police Records Clerk
.....	Receptionist/Clerk
.....	Recreation Program Assistant
.....	Relief Receptionist/Floater
B.....	Bus Driver/Utility Person
.....	Clerk Typist/Data Processor, Code
.....	Criminal Investigation Clerk B
.....	Secretary "B"
.....	Senior Custodian
.....	Senior Police Records Clerk
.....	Senior Clerk Typist
C.....	Account Clerk
.....	Draftsperson
.....	Finance Clerk
D.....	No Designations
E.....	Design Drafter
F.....	Court Violations Clerk
.....	Permit Coordinator
.....	Secretary "A"
.....	Senior Account Clerk
.....	Tax Assessor Clerk
G.....	Assistant Planner
.....	Assistant Treasurer
.....	Assistant to the Tax Assessor
.....	Construction Inspector
.....	Financial Assistant
H.....	Design/Engineer
.....	Senior Construction Inspector
.....	Technical Assistant-Code
I.....	Environmental Health Specialist
J.....	Construction Engineer
K.....	Engineer

7/60

L.....Senior Engineer

MBU