

AGREEMENT BETWEEN
THE TOWNSHIP OF BRIDGEWATER, NEW JERSEY
AND
THE BRIDGEWATER PUBLIC WORKS ASSOCIATION

TERM OF CONTRACT
JANUARY 1, 2016 - DECEMBER 31, 2018

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This AGREEMENT, made and entered into as of ____ day of _____, 2016,
between the Township of Bridgewater (hereinafter referred to as the "Township" or "Employer")
and the Bridgewater Public Works Association (hereinafter referred to as the "Association").

**ARTICLE I
RECOGNITION**

- A. The Employer hereby recognizes the Association as the sole and exclusive bargaining agent for all regular employees now employed or to be employed by the Department of Public Works and the Department of Parks and Recreation as maintenance personnel (hereinafter referred to as the "Department"), excluding the Director of Public Works, Superintendent of Public Works, Assistant Superintendent of Public Works, Public Works Coordinator, Director of Parks and Recreation, Parks and Recreation Maintenance Supervisor, office and clerical employees, supervisors, and seasonal and part-time employees of the Township in all those matters specifically provided for herein pertaining to wages, hours, and conditions of employment.
- B. The bargaining unit shall consist of all Department of Public Works employees and Department of Parks and Recreation Maintenance employees excluding the positions set forth in Paragraph A above.
- C. Wherever used herein, the term "employee" shall mean and be construed only as referring to a Department employee covered by this Agreement.

**ARTICLE II
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 include Paragraph 26-48, Safety and Accident Reporting, of the Township Code. (Attachment)
7. To assign such work to such employees in accordance with the requirement determined by the Department Directors.
8. To establish and regulate training programs for members of the Departments.
9. To transfer, promote or demote employees for just cause in accordance with the needs of the Departments.
10. To lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons.
11. To continue, alter, make and enforce reasonable rules for the maintenance of discipline.
12. 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.

**ARTICLE III
GRIEVANCE PROCEDURE**

A. The procedure for adjusting grievances shall provide each employee with a full opportunity for presenting the member's grievance and for the participation of the Association's representatives.

B. Definition:

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

C. Presentation of Grievance:

In the presentation of the grievance, the grievant shall have the right to present the grievant's own appeal or to designate an Association 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.

D. Steps of Grievance Procedure:

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

Step 3 In the event a satisfactory settlement has not been reached, the grievant shall, in writing and signed, file the complaint with the Mayor within ten (10) working days following the determination in Step 2. The Mayor shall render the decision within ten (10) 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 Association, 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 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 the finding, 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 Association. 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 IV
TIME OFF FOR ASSOCIATION REPRESENTATIVE

- A. The Employer shall permit two (2) Association Representatives to conduct the business of the Association, 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.

- B. All grievance hearings and conferences shall take place at the mutual convenience of the Association and the Employer. If said meeting is during regular work hours, Association representatives, employees and witnesses shall be granted time off with pay for the purpose of attending such meetings.

ARTICLE V
PROBATIONARY PERIOD

All employees shall serve a probationary period of one hundred eighty (180) working days. At any time during the probationary period, the employee may be discharged for any reason whatsoever. The Township shall have no responsibility for the re-employment of probationary employees if they are dismissed during the probationary period.

**ARTICLE VI
PROMOTIONS**

- A. Employment opportunities (including job titles) and promotional opportunities in the Departments shall be posted on the Public Works Department bulletin board 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 (*within their department*); provided, however, they have completed six (6) months of satisfactory service with the Township.
- B. An employee promoted to a high job classification shall serve a ninety (90) day probationary period. Such probationary status will in no way affect the rights and status of the employee in the original or lower classification.
- C. On-the-job training for potential upgrading will be permitted for a thirty (30) day period while working on minor jobs with no extra compensation.

ARTICLE VII
DUES CHECK-OFF CLAUSE

The Township agrees to cooperate with the Association in deducting from the pay of each member of the bargaining unit the required amount of monthly dues as provided in a dues check-off authorization and to deduct from all non-members of the Association an amount equal to up to eighty-five percent (85%) of these dues. The Association 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 VIII
HOURS OF WORK AND OVERTIME**

- A. The normal work day and work week shall be from Monday through Friday both inclusive and shall be comprised of five (5) days of eight (8) hours each beginning at 7:30 a.m. and ending at 4:00 p.m. Such work will be performed by a regular employee.
- B. Any work performed beyond eight (8) hours in any one (1) day of the normal work week, shall be considered overtime and compensated for at one and one-half (1 ½x) times the regular hourly rate of pay.
- C. Whenever an employee is required to work the seventh (7th) consecutive day in the normally prescribed work week, the employee shall be paid two (2x) times the regular hourly rate of pay.
- D. In the event that an employee is called back to work after the conclusion of the employee's normal work hours, the employee shall be entitled to a minimum of four (4) hours of pay at the employee's overtime rate. Recall pay shall not be paid if the recall is contiguous to the employee's regular shift if called to work any time after 5:30 A.M. or at the end of the shift. Snow emergencies are exempt from this requirement.
- E. In the event an employee is required to work on an overtime basis in an emergency situation or for snow removal, the employee shall be granted a thirty (30) minute meal break after working more than three (3) consecutive hours and shall be entitled to a meal allowance at a restaurant designated and paid for by the Township according to the following schedule:

Effective the execution of a new collective bargaining agreement by all parties:

Breakfast	\$ 6.25	\$ 7.25
Lunch	\$ 8.25	\$ 9.25
Dinner	\$ 10.50	\$ 12.50

If the employee chooses to eat in another restaurant, the employee will be required to pay for the meal and submit a written receipt to the Director and shall be reimbursed monthly. Any amount spent over the schedule above shall be paid by the employee. This paragraph shall not apply to employees working regularly scheduled overtime.

- F. 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.

- G. Employees shall be granted one-half (½) hour unpaid lunch period and no more than a twenty (20) minute coffee break in the morning and no more than a twenty (20) minute coffee break in the afternoon without a loss of pay as convenient to the particular job and as directed by the Foreman.
- H. During emergency snow removal operations or other Public Works emergency responses, employees shall become eligible, at the discretion of the Director of Public Works, for a four (4) hour rest period after twelve (12) consecutive hours of work; however, employees shall not work more than sixteen (16) consecutive hours without a four (4) hour rest period. If the employee remains at the Township Public Works building for the rest period, the employee shall receive overtime compensation for the rest period. If the employee does not remain at the Township Public Works building, the employee shall not receive any compensation for said rest period.
- I. In the event that the Mayor declares an additional holiday due to inclement weather when employees of the Department are required to work, such employees shall be entitled to compensatory time off for any regular hours worked that day.

**ARTICLE IX
WAGES AND ECONOMIC BENEFITS**

- A. Effective January 1, 2016, the wage rates shall be those listed in Appendix A entitled "Wage Rates" as modified as follows:
1. In calendar year 2016, there shall be a two (2%) percent salary increase for all members of the bargaining unit, retroactive to January 1, 2016;
 2. In calendar year 2016 only, members who are on the third (3rd) step of the salary guide shall receive a step increase. No other step increase will be granted.
 3. In calendar year 2017, there shall be a two (2%) percent salary increase for all members of the bargaining unit, effective January 1, 2017. There shall be no step increases granted to any employees in 2017.
 4. In calendar year 2018, there shall be a two (2%) percent salary increase for all members of the bargaining unit, effective January 1, 2018. There shall be no step increases granted to any employees in 2018.
- B. Employees classified as laborer, driver, operator or mechanic shall reach the maximum salary for that position after three (3) years of employment within the BPWA; salary increments shall become effective on the employee's first, second, and third anniversary dates.
- C. The parties agree that although there are times that employees will be required to perform work outside of their ordinary job titles, it is the intent of both parties that employees shall ordinarily be assigned work appropriate to and within their job titles.

If the Township temporarily assigns an employee to a position which is of higher job classification for a minimum period of four (4) hours per day, the employee shall receive the following compensation:

1. Qualified employees, who are classified by management as group leaders and who perform the duties of a group leader, shall receive the wage rate of an Assistant Foreman for each hour worked in that classification.

A Group Leader is defined as an employee who acts as a Foreman, generally performing the same work as the others in the group.

Group shall be defined as two (2) or more employees, not counting the Group Leader.

2. Qualified employees, who are classified as Laborers who perform the duties of a Driver, shall receive the difference between their rate of pay and that of a Driver's rate of pay or an additional twenty-five cents (\$0.25) per hour, whichever is less.

3. Qualified employees, who are classified as Drivers who perform the duties of an Operator, shall receive an additional twenty-five cents (\$0.25) per hour for each hour worked out of their classification.
4. Effective the date that there is a full execution of a collective bargaining agreement by both parties, qualified employees, who work outside of their classification, will be compensated as follows for all hours worked:

Laborer to Driver: Forty (\$0.40) cents per hour.

Laborer to Operator: Seventy-Five (\$0.75) cents per hour.

Laborer to Asst. Foreman or Group Leader: One (\$1.00) Dollar per hour.

Driver to Operator: Forty (\$0.40) cents per hour.

Driver to Asst. Foreman or Group Leader: One Dollar and Twenty Cents (\$1.20) per hour

Operator/Mechanic/Sewer Maintenance Tech/Sign Maintenance Tech to Asst. Foreman or Group Leader: Ninety (\$0.90) cents per hour.

The above "out of classification" compensation applies to all divisions of DPW employees. If the specific title is not listed above as "out of classification", the compensation will defer to next closest title listed above.

5. During snow plowing, a Laborer working as a Driver shall receive the Driver's hourly rate.
6. Parks Maintenance employees classified as Laborers or Drivers who are temporarily assigned as mechanics shall receive an additional twenty-five cents (\$0.25) per hour while performing said duties provided that they shall be doing such mechanical work under the direction of the Parks Maintenance Supervisor and said work shall be for a minimum of four (4) hours per day.

D. HOLIDAYS:

1. The Township guarantees to all employees covered by this Agreement the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, although no work is performed on such days.
 - a. New Year's Day
 - b. Martin Luther King's Birthday
 - c. Lincoln's Birthday
 - d. Washington's Birthday
 - e. Good Friday
 - f. Memorial Day
 - g. Independence Day
 - h. Labor Day
 - i. Columbus Day
 - j. General Election Day

- k. Veteran's Day
 - l. Thanksgiving Day
 - m. Day after Thanksgiving
 - n. Christmas Day
 - o. The Day Preceding Christmas when Christmas falls on a weekday.
2. If a holiday falls on a Saturday or Sunday, it shall be celebrated and compensated accordingly on the workday preceding or the work day following such holiday as agreed upon between the Township and the Association.
 3. Employees who work on Christmas Day or New Year's Day shall be compensated by receiving two (2x) times the employee's regular rate for all hours worked in addition to the employee's regular holiday pay.
 4. Employees who work on all other holidays shall be compensated by receiving one and one-half (1½x) times the employee's regular rate for all hours worked in addition to the employee's regular holiday pay.
 5. In the event that an official holiday is observed during an employee's vacation, the employee shall be entitled to an additional vacation day. If an official holiday occurs while an employee is on sick leave, the employee shall not have that holiday charged against the employee's sick leave.
 6. To be eligible to receive holiday pay, an employee must work the employee's regularly scheduled workday before the holiday and the employee's regularly scheduled workday after the holiday, unless the employee is on approved absence with pay. The employee is ineligible for holiday pay if on approved extended sick leave.

E. VACATION:

1. Employees covered by this Agreement shall be entitled to paid vacation based upon length of employment as hereinafter provided:
 - a. After the completion of six (6) months of continuous employment, five (5) days paid vacation in the first (1st) calendar year of employment.
 - b. Ten (10) days paid vacation in each year, beginning on the date on which the employee commences the second (2nd) year of continuous service, to and including the calendar year in which the employee completes five (5) years of continuous service.
 - 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-five (25) days paid vacation in each year, beginning on the date on which the employee commences the sixteenth (16th) year of continuous service.
 - f. Thirty (30) days paid vacation in each year, beginning on the date on which the employee commences the twenty-first (21st) year of continuous service.
2. The scheduling of vacation shall be done in such a way as to assure orderly operations and adequate continuous service. The Directors shall have ultimate authority for scheduling and:
- a. A person employed before the tenth (10th) of the month shall be considered to have been employed for the entire month.
 - b. Vacation time must be used in the current year and cannot be accumulated, unless extended to June of the following year upon the recommendation of the Department Director with the approval of the Mayor, or the Township Administrator in his absence.
 - c. Vacation time, which shall be scheduled subject to approval of the Department Director, may only be taken in units of full days.
 - d. At no time shall more than 1/3 (maximum of seven (7) employees) of the unit on vacation at the same time, during the period of September 15 of one year to April 1 of the following year, during leaf and snow removal.
 - e. A maximum of twenty (20) consecutive days paid vacation for any one (1) employee from each of Garage, Road, Parks/Recreation & Sewer Utility will be permitted at any one time throughout the calendar year.
 - f. 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. This shall not apply to any employee who is terminated for cause.
 - g. Temporary and Seasonal Employees shall not be entitled to any vacation.
3. BPWA members may be paid at their straight time rate for up to five (5) days of vacation accrued but not used by the end of the calendar year, provided a written request for the same is presented to the Township Administrator by January 15th of the following year.

F. PERSONAL LEAVE DAYS:

- 1. An employee shall be granted three (3) personal leave days each calendar year with pay for the transaction of urgent, stated personal business, which shall be approved by the Department Director.

2. Personal leave days may not be accumulated beyond one (1) year.

G. LONGEVITY PAYMENTS:

Longevity payments shall be made in lump sum payments on or before December 15th of each year based on the basic wage rate earnings for the year less extended sick leave, leave of absence, and overtime payments based on the following formula:

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 of service, 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 of service, 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 of service, receive five percent (5%) of their annual base salary.
5. Longevity payments shall be paid to employees in the bargaining unit and who have been employed with the Township prior to December 31, 1988.
6. No member shall receive more than Fifteen Hundred Dollars (\$1,500.00) of longevity pay.

H. BEREAVEMENT LEAVE:

1. Leave with pay, not to exceed three (3) regularly scheduled continuous work days (excluding weekends and holidays), shall be granted by the Department Director to any full-time employee in the event of a death in the immediate family. Such leave shall be in addition to vacation leave and sick leave. For purposes of bereavement leave, the term "immediate family" is defined as husband, wife, children and other members of the same home; father and mother, step-father, step-mother, brothers and sisters, grandfather and grandmother, father-in-law and mother-in-law. Exceptions may be made to the designated members of the immediate family in which the deceased has had a long standing family relationship with the employee. One (1) of the days for immediate family shall either be the day of death or the day of funeral, whichever the employee chooses.
2. In cases where the death is of a grandchild, brother-in-law, sister-in-law, aunt, uncle, nephew, niece, or cousin of the first degree, up to one (1) regularly scheduled work

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 duty with the leave granted.

**ARTICLE X
LEAVES OF ABSENCE**

A. SICK LEAVE:

1. As used in this section, "sick leave" means paid leave that may be granted to each full-time employee who through sickness or injury becomes incapacitated to a degree where the employee is unable to perform the duties of the employee's position or who is quarantined by a physician because the employee has been exposed to a contagious disease.
2. During their first (1st) year of employment, full-time employees shall be entitled to one (1) sick day with pay for each month worked; thereafter they shall be entitled to one and one-quarter (1 1/4) days for each month worked until the end of the calendar year, when Paragraph A.3 becomes effective.
3. 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, subject to paragraph A.2.
4. Sick leave may be accumulated from year to year without limit and may not be used in advance of its accrual.
5. Upon termination or resignation in good standing, a Public Works/Parks Maintenance employee who has served ten (10) years with the Township of Bridgewater shall receive one (1) days pay for every four (4) days of accumulated unused sick leave based on a maximum accumulation of two hundred (200) sick days. (Example: 100 accumulated sick days equals pay for 25 days.) This shall be modified by the provisions of Paragraph A.10 below.
6. Upon retirement, a Public Works/Parks Maintenance employee who has served 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 two hundred forty (240) sick days. (Example: 150 accumulated sick days equals pay for 50 days.) This shall be modified by the provisions of Paragraph A.10 below.
7. Accumulated sick leave may be used by an employee only for personal illness or disabling injuries.
8. **EXTENDED SICK LEAVE POLICY:**
 - a. General: In the event that an employee's illness or disability continues for a prolonged period and the employee has exhausted the accumulation of unused sick leave days, annual vacation and personal leave days, extended sick leave benefits may be available to the employee 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 percent (50%) of the employee's annual base salary.

b. Condition of Eligibility: Extended sick leave benefits shall be available to employees pursuant to the following terms and conditions:

- i. The employee shall have successfully completed the employee's probation period and have regular employment status with the Township.
- ii. An employee shall have exhausted the employee's accumulation of unused sick leave, personal leave and vacation leave and all but eleven (11) days of compensatory time and shall have continued to be ill or disabled.

9. When an employee is absent from work because of illness for more than three (3) consecutive days, the employee's Department Director may require the employee to submit a certificate from a physician relating to the employee's illness, extent of disability and when the employee can return to work.

10. (a) All current BPWA employees shall be allowed to bank sick leave for use in the future as to illnesses in accordance with the provisions above. 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.

(b) Any BPWA employee hired on or before January 1, 2012 shall, at the 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:

- (1) 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;
- (2) This number shall be further reduced so that pay shall be based on one (1) day's pay for every three (3) accumulated unused sick leave days based on a total of maximum accumulation before reduction of two hundred forty (240) sick days (Example: 240 accumulated sick days equals pay for 80 days);
- (3) That number, determined by (b)1 and (b)2 above, shall then be multiplied by the employee's daily per rate (base salary plus longevity

divided by 260) in effect as of December 31, 2012;

- (4) The amount set forth in (b)1 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 re-accumulate any unused sick leave time for pay at time of retirement, only for use in case of illness. (Example: if an employee has 80 days on the books as of December 31, 2012 and has to use 20 days of such, the maximum he can then be paid out is 60). Said pay bank can be further reduced every time an employee has to use time out of his accumulated leave.
- (5) Employees may accrue sick time in the future for use when sick according to all Township ordinances, but will not be paid for any accrued sick days earned after December 31, 2012.

(c) The provisions of Article X, Section A(5) shall also be governed by the provisions of Paragraphs A.10(a) and A10(b) above for all individuals employed in the bargaining unit as of January 1, 2012 shall be allowed a sick leave bank in the amount of sick days they had as of December 31, 2012 at the rate in effect as of December 31, 2012. Said employee may be eligible for payment of such days if they meet the criteria as follows: ten (10) or more years at time of separation (i.e. termination or resignation) or twenty-five (25) years for retirement under the provisions above.

B. MILITARY LEAVE:

1. 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 who is required to engage in field training, shall be granted a military leave of absence in addition to that employee's vacation, for the period of such training as authorized by law. The employee shall be paid the weekly rate of pay for scheduled work time lost, exclusive of overtime, upon presentation of proper evidence of military service.
2. When an employee has been called to active duty or inducted into the military or naval forces of the United States, the employee shall be granted an indefinite leave of absence without pay for the duration of such active military service, provided that the employee does not voluntarily extend such service. Such employee shall have the right to reinstatement to the employee's former position or a position of equal status without the loss of privileges or seniority, provided the employee reports for duty with the Township within ninety (90) days following the employee's honorable discharge.

C. FORCE REDUCTION:

Whenever there is a lack of work or lack of funds requiring a reduction in the number of employees in the Department, the required reduction(s) shall be made on a basis of length of service within the BPWA and the ability to perform the work within each job classification.

D. LEAVE WITHOUT PAY:

1. Leave without pay may be granted to full-time employees. Normally, it shall be granted only when the employee has used the employee's accumulated sick leave and vacation leave in the case of illness, or the employee's 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.
2. Except in an emergency, requests for leave without pay must be initiated in writing by the employee three (3) days in advance, containing the starting date, approximate date of return and reasons for such request. It shall be approved by the Department Director and Township Administrator.
3. Such leave, except for military leave without pay, shall not be approved for a period longer than ninety (90) days at one (1) time.
4. 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.

E. VOLUNTEER FIREMANS CONVENTION

Eligible employees will be granted ~~one~~ (1) day excused absence to attend the annual Fireman's Convention in Wildwood. Said attendance must be approved in advance and in writing by the ~~Superintendent~~ of Public Works and the Township Administrator.

ARTICLE XI
UNIFORMS

- A. During each year of this Agreement each regular employee identified in ARTICLE I - RECOGNITION will receive a One Hundred Forty (\$140.00) Dollar allowance for the purchase of safety shoes, as required by the Township. Effective upon the full execution of a new collective bargaining agreement by both parties, the amount shall be One Hundred Eighty (\$180.00) Dollars per year.
- B. The Township shall provide each employee with the following at no cost to the employee for calendar years 2014 and 2015.
1. Four (4) sets of uniforms per employee per year.
 2. Five (5) sets of uniforms per mechanic per year.
 3. Two (2) pairs of coveralls per mechanic per year.
 4. One (1) pair of coveralls for certain employees in the sewer division and sweeper operators when needed.
 5. One (1) winter coat when necessary.
 6. Rain suits, rubber boots and gloves when needed.
- C. Employees will be required in accordance with Township Policy to wear said uniforms. Failure to wear these uniforms may result in disciplinary action.
- D. All employees will be responsible for their own uniform cleaning for 2014 and 2015.

**ARTICLE XII
USE OF PUBLIC WORKS GARAGE AND TOOLS**

The use of the garage for personal vehicles is eliminated.

**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 an HMO offered, or a Point-of-Service Plan through Qualcare. Effective upon the signing of this Agreement, co-pay for office visits will remain \$15.00.
2. Prescription Drug Plan. The prescription co-pay shall be \$0.00 for generic, \$15.00 for brand name. Co-payments for mail order prescriptions shall be as set forth above per order.
3. Dental Plan.
4. Vision Benefits.

B. 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 year of service with the Township. Such cost of the Bridgewater Self-Insured Health Benefits 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 to those covered Members who elect it. The portion of the employee's premium (as defined in Section D of this section) 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.

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 and more than ten (10) years of service with the Township, the hospital and medical surgical and major medical insurance coverages described in this Article or equivalent, shall continue until death of Retiree. Upon retirement after twenty-five (25) years of service and more than ten (10) years of service with the Township, the dental and prescription plan insurance coverages

described in this Article, or equivalent, 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. Retirement must be from Bridgewater Township in order to be eligible for health benefits.

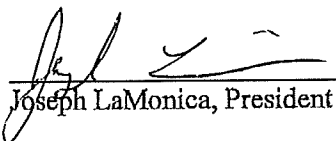
- D. Employees shall contribute towards the medical and all other insurance premiums. Employee contributions are based on salary level and enrollment type and shall be in accordance with the provisions of Ch. 78, P.L. 2011, including for all applicable retirees.
- E. Effective January 1, 2016, bargaining 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 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 or 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 lesser of twenty-five (25%) percent of the premium reduction or Five Thousand (\$5,000.00) Dollars, whichever is less on an annual basis. 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. Reduced Health Benefit Plan. Association employees will be eligible to review 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.

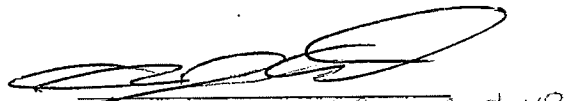
**ARTICLE XIV
TERMS**

This Agreement and the benefits contained therein shall be in full force and effect from January 1, [2014] 2016 through and including the 31st day of December, [2015] 2018. Employee compensation during the term of the Agreement shall be as set forth in Appendix A and Appendix B attached to this Agreement. If either party wishes to terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, written notice shall be 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.

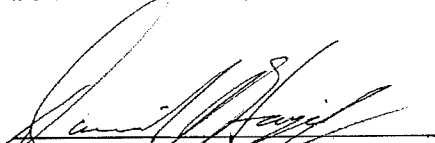
BRIDGEWATER PUBLIC
WORKS ASSOCIATION

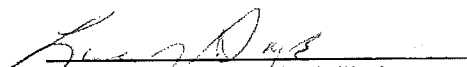

Joseph LaMonica, President


Secretary Anthony Crawford, VP

9-21-2016
Date

TOWNSHIP OF BRIDGEWATER


Daniel Hayes, Jr., Mayor


Linda Doyle, Municipal Clerk

9-19-2016
Date

APPENDIX - A

	<u>2016 (2%)</u>		<u>2017 (2%)</u>		<u>2018 (2%)</u>	
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
<u>PUBLIC WORKS</u>						
General Foreman/W*1	\$25.90	\$40.09	\$26.42	\$40.89	\$26.95	\$41.71
Garage Foreman/W	\$25.64	\$35.96	\$26.15	\$36.68	\$26.67	\$37.41
Road Foreman/W	\$25.64	\$35.96	\$26.15	\$36.68	\$26.67	\$37.41
Sewer Foreman/W	\$25.64	\$35.96	\$26.15	\$36.68	\$26.67	\$37.41
Construction Foreman/W	\$25.64	\$35.96	\$26.15	\$36.68	\$26.67	\$37.41
Asst. Garage Foreman/W	\$24.71	\$35.64	\$25.20	\$36.35	\$25.70	\$37.08
Asst. Road Foreman/W	\$24.71	\$35.64	\$25.20	\$36.35	\$25.70	\$37.08
Asst. Sewer Foreman/W	\$24.71	\$35.64	\$25.20	\$36.35	\$25.70	\$37.08
Asst. Construction Foreman/W	\$24.71	\$35.64	\$25.20	\$36.35	\$25.70	\$37.08
Senior Operator	\$24.48	\$34.84	\$24.97	\$35.54	\$25.47	\$36.25
Senior Mechanic	\$24.48	\$34.84	\$24.97	\$35.54	\$25.47	\$36.25
Sr. Sewer Maint. Tech.	\$24.48	\$34.84	\$24.97	\$35.54	\$25.47	\$36.25
Operator	\$24.36	\$34.59	\$24.85	\$35.28	\$25.35	\$35.99
Mechanic	\$24.36	\$34.59	\$24.85	\$35.28	\$25.35	\$35.99
Sewer Maintenance Tech.	\$24.36	\$34.59	\$24.85	\$35.28	\$25.35	\$35.99
Sign Maintenance Tech.	\$24.36	\$34.59	\$24.85	\$35.28	\$25.35	\$35.99
Senior Driver	\$23.93	\$33.87	\$24.41	\$34.55	\$24.90	\$35.24
Driver	\$23.62	\$33.53	\$24.09	\$34.20	\$24.57	\$34.88
Senior Laborer	\$23.17	\$33.32	\$23.63	\$33.99	\$24.10	\$34.67
Utility Mechanic	\$22.82	\$32.90	\$23.28	\$33.56	\$23.75	\$34.23
Laborer	\$22.82	\$32.90	\$23.28	\$33.56	\$23.75	\$34.23
<u>PARKS & RECREATION</u>						
General Foreman/W*2	\$25.90	\$40.09	\$26.42	\$40.89	\$26.95	\$41.71
Parks maint. Foreman/W	\$25.64	\$35.96	\$26.15	\$36.68	\$26.67	\$37.41
Asst. Parks Maint. Foreman/W	\$24.71	\$35.64	\$25.20	\$36.35	\$25.70	\$37.08
Park Maint. Mechanic	\$24.36	\$34.59	\$24.85	\$35.28	\$25.35	\$35.99
Park Maint. Operator	\$24.36	\$34.59	\$24.85	\$35.28	\$25.35	\$35.99
Horticulturist	\$24.36	\$34.59	\$24.85	\$35.28	\$25.35	\$35.99
Sr. Park Maintenance Driver	\$23.93	\$33.87	\$24.41	\$34.55	\$24.90	\$35.24
Light Park Maint. Operator	\$23.95	\$33.72	\$24.43	\$34.39	\$24.92	\$35.08
Park Maintenance Driver	\$23.62	\$33.53	\$24.09	\$34.20	\$24.57	\$34.88
Sr. Park Maint. Laborer	\$23.17	\$33.32	\$23.63	\$33.99	\$24.10	\$34.67
Park Maint. Laborer	\$22.82	\$32.90	\$23.28	\$33.56	\$23.75	\$34.23

APPENDIX-B

TOWNSHIP OF BRIDGEWATER ORDINANCE
Paragraph 26-48

PERSONNEL POLICIES

ARTICLE XII

Miscellaneous Rules and Regulations

24-48. Safety and accident reporting. (Amended 7-15-85 by Ord. No. 85-21)

- A. The prime objective of the township is to keep manpower losses and monetary losses to a minimum by providing protection to individual workers. A basic requirement of an effective safety program is that personnel will be trained in their safety responsibilities. Management will provide the tools, personnel and plans, but must depend upon supervisors and employees to promote safe working conditions. All employees are expected to observe posted rules and signs and written or verbal instructions relating to personal safety. In addition to avoiding accidents, employees will report potential accidents and fire hazards to their Department Directors, and to cooperate fully to ensure that the safety of persons or property is not endangered. All motor vehicle accidents must have police response and report.

An employee who is involved in an accident, damages township equipment or damages the equipment of other persons in the performance of his/her duties shall immediately report the accident, regardless of severity, to his supervisor and shall complete a form provided for such reports. The completed employee accident report form, along with the Department Director's written assessment of the accident or incident, will be forwarded to the Business Administrator for review and disposition for further action by the Risk Management/Safety Committee. Flagrantly failing to abide by safety regulations can lead to disciplinary action.