

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWNSHIP OF BRIDGEWATER

AND

BRIDGEWATER TOWNSHIP SUPERIOR OFFICERS'

ASSOCIATION

JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

Eric M. Bernstein & Associates, L.L.C.
34 Mountain Boulevard, Bldg. A
Warren, NJ 07059
732-805-3346
732-805-3346 (Fax)
Attorneys for Township of Bridgewater

Mets, Schiro & McGovern, LLP
555 US Highway One South
Suite 240
Iselin, New Jersey 08830
732-636-0040
732-636-5705 (Fax)
Attorneys for PBA 174

TABLE OF CONTENTS

<u>Article</u>	<u>Title of Article</u>	<u>Page</u>
	PREAMBLE	1
I	RECOGNITION	2
II	LEGAL REFERENCE	3
III	REPRESENTATION FEE	4
IV	MANAGEMENT'S RIGHTS	6
V	EMPLOYEE RIGHTS	8
VI	VACATIONS	11
VII	HOLIDAYS	13
VIII	BEREAVEMENT LEAVE	14
IX	PERSONAL LEAVE DAYS	15
X	SICK LEAVE	16
XI	COLLEGE CREDIT COMPENSATION	19
XII	HOURS OF WORK AND OVERTIME	20
XIII	CLOTHING ALLOWANCE	22
XIV	HEALTH INSURANCE	23
XV	COMPENSATION	26
XVI	GRIEVANCE PROCEDURE	28
XVII	OUTSIDE EMPLOYMENT	30
XVIII	DURATION OF AGREEMENT	31
APPENDIX A	SERGEANT AND LIEUTENANT CAPTAIN WAGE SCALE	32 33

PREAMBLE

This AGREEMENT is made and entered into between the Township of Bridgewater, Somerset County, New Jersey (hereinafter the "Township" or "Employer") and the Superior Officers' Association, (hereinafter the "Association" or "SOA").

I. RECOGNITION

The Township recognizes the SOA as the sole and exclusive bargaining agent with respect to terms and conditions of employment for all sworn police officers (hereinafter the "employees," "officers," or "members") of the Township of the ranks of Sergeant, 1st Lieutenant, Lieutenant and Captain excluding rank of Deputy Chief. The use of the male pronoun is intended to be equally applicable to male and female officers covered by this Agreement. The recognition contained herein and all negotiations resulting therefrom shall be pursuant to and in compliance with the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. (hereinafter the "Act").

II. LEGAL REFERENCE

1. Nothing contained in this Agreement shall alter the authority conferred by law, ordinance, resolution or administrative code and police department rules and regulations upon any Township official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Township officials to follow the terms contained herein, to the extent that they are applicable, in the exercise of the responsibilities conferred upon them by law.

2. Nothing contained herein shall be construed to deny or restrict any employee such rights as he may have under any other applicable laws and regulations.

3. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect and the parties shall renegotiate concerning any such invalidated provision(s).

III. REPRESENTATION FEE

If an employee does not become a member of the SOA during any membership year (i.e., from January 1 to the following December 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the SOA for that membership year. This fee shall be the maximum allowed by law.

1. Notification. Prior to March 1 of each year, the SOA will submit to the Township a list of those employees who have neither become members of the SOA for the then current membership year nor paid directly to the SOA the full amount of the representation fee for that membership year. The Township will deduct from the salaries of such employees, in accordance with paragraph two (2) below, the full amount of the representation fee and promptly will transmit the amount so deducted to the SOA.

2. Payroll Deduction Schedule. The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. ten (10) days after receipt of the aforesaid list by the Township; or,
- b. thirty (30) days after the employee begins his employment in a bargaining unit position.

3. New Employees. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the SOA a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. This list will include names, job titles and date of employment for all such employees.

4. Mechanics of Deduction and Transmission of Fees. Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the SOA will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the SOA.

5. Termination of Employment. If an employee who is required to pay a representation fee terminates his employment with the Township before the SOA has received the full amount of the representation fee to which it is entitled under this article, the Township will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

6. Changes. The SOA will notify the Township, in writing, of any changes in the list provided for in paragraph one (1) above and/or the amount of the representation fee and such changes will be reflected in any deductions made more than ten (10) days after the Township receives said notice.

7. Representation Fee. The SOA shall indemnify, defend and hold the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of the action taken by the Township in relying upon the salary deduction authorization cards as furnished by the SOA to the Township, or in reliance upon the official notification on the letterhead of the SOA and signed by the President of the SOA advising him of such change in deduction.

IV. MANAGEMENT'S RIGHTS

1. Except to the extent expressly modified by a specific provision of this Agreement, the Township reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the police department as such rights existed prior to the execution of this or any previous Agreement with the SOA. The sole and exclusive rights of the Township which are not abridged by this Agreement shall include, but are not limited to:

a. Determining the existence or non-existence of facts which are the basis of the police department and/or management decisions to establish or continue policies, practices or procedures for the conduct of the department and its services to the citizens;

b. From time to time, changing or abolishing such practices or procedures; determining and re-determining the number, locations, re-locations and types of its officers or to discontinue any performance by officers of the department;

c. To determine the number of hours per day or week any operations of the police department may be carried out;

d. To select and determine the number and types of officers required;

e. To assign such work to such officer in accordance with the requirements determined by the Chief of Police or designee;

f. To establish and maintain entry requirements into the department;

g. To establish and regulate training programs for members of the department;

h. To establish and change work schedules and assignments, other than emergencies, two (2) week's notice is required;

i. To transfer, promote or demote officers or employees for just cause in accordance with the needs of the department;

j. To lay off, terminate or otherwise relieve officers from duty for lack of work or other legitimate reasons;

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

1. To suspend, discharge or otherwise discipline officers and/or employees for just cause and otherwise to take such measures as the Township and/or management may determine to be necessary for the orderly and efficient operation of the Department of Police for the Township.

2. Nothing herein shall prevent an officer from presenting his or her grievance for the alleged violations of any article of specific terms of this Agreement nor shall any rights provided by Title 40A of the New Jersey State Statute or any other law or laws be amended or abridged by this Agreement.

V. EMPLOYEE RIGHTS

1. Non-discrimination. Pursuant to the Act, the Township hereby agrees that every employee shall have the right to freely organize, join and support the SOA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership or non-activity in the SOA and its affiliates, his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

2. Just Cause. An employee shall not be disciplined except for just cause. When an employee is called to an "investigatory meeting" from which he can reasonably expect to receive discipline, the employee has a statutory right to have union representation present if he so desires. In addition, the employee has a right to be notified, at least one (1) hour in advance if on duty and twenty-four (24) hours in advance if off duty of the subject matter of an investigatory interview and be afforded the opportunity to confer with a union representative before the interview. Any action taken by the Township or its agents, in contravention to these principles, could constitute an unfair practice charge as it could be construed as having a negative effect on the union's statutory obligation of representation and/or the employee's right to receive such representation.

3. Personnel Files. An employee shall have the right to inspect his own personnel file upon reasonable notice and at reasonable times. A member or representative of the SOA may be present at the time of such inspection, at the request of the employee. The Township agrees that the Chief of Police or designee (hereinafter the "Chief or designee") shall notify the individual employee if any material derogatory to that employee is placed in his personnel file. In the case of derogatory material, the employee shall have the opportunity to affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. An employee shall have the right to submit a written response within thirty (30) calendar days of receipt of said written notice of any derogatory material being placed in the personnel file and his answer shall be reviewed by the Chief, or designee, and attached to the file copy. An employee may submit any response within thirty (30) calendar days of any derogatory material being placed in the personnel file. The employee shall review the personnel file in the presence of a Township official and initial the file after he reviews it. An employee may request that the Chief review items in his/her personnel file for removal. The Chief may, at his discretion, remove said document(s). The Chief's refusal to remove the requested item(s) shall not be subject to the arbitration step of the grievance procedure contained herein after. An employee may copy any document in his personnel file.

Only one (1) personnel file shall be maintained and shall repose in the Office of Human Resources Officer.

4. Negotiations and Grievance Adjudication. Three (3) elected or appointed representatives of the SOA shall be permitted time off, without loss of pay, to attend negotiating sessions, grievance sessions and meetings of the Joint SOA/Management Committee provided the efficiency of the department is not affected thereby.

5. SOA Time Off. SOA representatives shall be permitted time off, without loss of pay, to attend the State Convention (1 officer), the State Mini Convention (2 officers), State Monthly Meetings (1 officer), and County Monthly Meetings (1 officer).

6. No Strike Provision. The SOA hereby waives any right to strike against the Township even should the right to strike be granted by subsequent legislation during the term of this Agreement. The SOA further agrees that should any of its members engage in a strike action against the Township, this Agreement will then become null and void.

7. Recording of Investigatory Interviews. Any recording of said investigatory interviews, either via audio and/or video and/or digital means or stenographer, shall be done with the full knowledge of the employee and an exact copy shall be supplied at the Township's expense to the employee or his/her representative upon request. This clause will also apply to any videotaping, audio and/or digital done by any party with respect to any conversations with management.

8. Change of Work Schedule. Except for emergencies, any change in an employee's schedule made by management primarily for the operational needs of the Police Department requires two (2) weeks prior notice, and is limited to three (3) occurrences per calendar year.

One (1) occurrence is defined as each time an employee's predefined or posted period of work is changed for the purpose of filling a vacancy. When identical changes are made for contiguous days not exceeding one (1) normally scheduled work week, this will be considered one (1) occurrence.

Any extended (more than one (1) week) temporary long-term duty assignment shall be considered one (1) occurrence.

VI. VACATIONS

1. Employees shall be entitled to paid vacations each year, at the annual salary rates in effect at the time the employee commences his vacation, based upon the completion of the length of service as set forth below:

<u>Years of Service</u>	<u>No. Of Working Days</u>
-------------------------	----------------------------

From 0-1 years of service, employees shall accrue one (1) day per month except that no vacation time off shall be granted prior to the completion of six (6) months of continuous service.

1	12
3	15
10	20
15	23
20	25
After 20	an additional day for each year thereafter, maximum of 30

2. The scheduling of vacations shall be done in such a way as to ensure orderly operations and adequate continuous service. The Chief, or designee shall have ultimate authority for allocation of vacation times. However, vacations will be granted in-so-far as possible in accordance with the desires of employees in the order of their seniority. Requests for vacation must be received by the Chief, or designee by April 15 for seniority purposes only. Vacation requests not submitted by April 15 shall be granted on a first come first serve basis.

3. At the time of separation from service, the employee shall be entitled to pay for any full days vacation earned and not previously used at the annual salary rates in effect at the time of his separation.

4. In order for employees to reasonably plan their personal and family time, all requests for time off shall be acted upon and the officer so notified within seven (7) days of submission for said time off. Once granted after April 15, time off may be rescinded for an

emergency only. Further, a request for block time off shall not be cause to rescind a previously granted day off.

VII. HOLIDAYS

1. For each holiday worked by an employee, additional compensation shall be paid as follows:

Two Hundred Fifty (\$250.00) Dollars per occurrence

All payments for the holiday(s) shall be made in the month immediately following the month during which said holiday(s) may have been worked. Said holidays are as follows:

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day Preceding Christmas Day
Labor Day	

2. In the event that the Mayor declares an additional holiday for other municipal employees, all police officers working that day shall be entitled to compensatory time off. If it is the employee's regularly scheduled day off or if the employee is on sick leave, the employee shall not be entitled to compensatory time off.

3. If the Chief determines that it is necessary for a Captain to work a holiday, and the Captain works on a holiday, the Captain shall be eligible for holiday pay as set forth in the Agreement.

VIII. BEREAVEMENT LEAVE

1. Employees will be granted leave with pay not to exceed five (5) of the employee's working days in the event of a death in the immediate family. Members of the immediate family are defined as spouse, children and other members of the same home: parents, step-parents, brothers and sisters, grandparents, parents-in-law, daughter/son-in-law, brother/sister-in-law, and grandchildren. Exceptions may be made to the designated members of the immediate family in cases in which the deceased had a long-standing family relationship with the employee.

2. In cases of the death of an aunt, uncle, nephew, niece or cousin of the first degree, three (3) continuous days off with pay for regularly scheduled work days will be granted. An 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 duty with the leave granted.

3. An employee on vacation who suffers a death in the family as defined herein above shall have vacation time changed to bereavement leave for the appropriate number of days and shall have vacation time re-credited to employee's vacation bank.

IX. PERSONAL LEAVE DAYS

1. Employee shall be entitled to three (3) personal days during each year, with pay.
2. The employee requesting such leave shall do so by providing the Chief, or designee with a notification at least forty-eight (48) hours in advance except in the case of an emergency. The granting of a personal day shall be consistent with the needs of the department.
3. Priority in granting such requests shall be on the basis of the following need for such leave: (1) emergencies, (2) observance of religious days or other days of celebration, (3) personal business; and, (4) other personal affairs.
4. Personal days will be scheduled in units of one day or more than one day. Such leave credit shall not accumulate. Unused balances in any year shall be canceled.

X. SICK LEAVE

1. Employees shall be entitled to fifteen (15) working days of sick leave, with pay, in each calendar year after they have completed one (1) year of satisfactory continuous service. Sick leave may be accumulated from year to year without limit. In addition, up to five (5) days sick leave may be granted due to illness or hospitalization of an employee's spouse.

2. Upon termination or resignation in good standing, an employee who has served ten (10) years with the Bridgewater Police Department 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 and forty (240) sick days, as modified by paragraph 11 below.

3. Upon retirement, an employee who has served with the Bridgewater Police Department 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 and forty (240) sick days. The provisions of this paragraph are modified by the provisions of paragraph 11 below.

4. Sick leave shall be at the annual rate of compensation, in effect at the time the leave commences, for that employee during the time he is on sick leave. No sick leave shall be granted for any day not worked unless the employee reporting sick does so prior to the time he is expected to report for duty. Such a report from a spouse or parent shall be deemed satisfactory.

5. After the fifth (5th) day of sick leave, the employee can be requested to file a physician's report with that employee's commanding officer stating a description of the illness and an estimate of when that employee can be expected to return to work. Failure to file such a requested report can result in the discontinuance of sick leave benefits.

6. In the event of extended sickness, an employee shall be expected to file periodic reports from his physician. The Township reserves the right to have any employee examined by a physician of its choice before the granting of any sick leave benefits. Sick leave benefits may be extended beyond the total accrued limit in the event of a grave sickness or injury that by its nature causes extended hospitalization or confinement.

7. Application for extended sick leave benefits may be made to the appropriate authority through the Chief of Police, or designee not less than five (5) working days prior to the expiration of normal sick leave benefits. The appropriate authority will endeavor to grant such extended benefits when sufficient evidence is presented that such an extension should apply.

8. In the event that a sick leave extension is denied and the matter becomes aggrieved, the aggrieved employee shall be placed on sick leave pay totaling one-half (1/2) of normal pay until such time as the grievance is resolved or the grievance procedure is exhausted.

9. The Township agrees to pay salary and benefits to those employees who are injured when on duty. "Injured on duty" shall also include such injuries that can occur outside the Township provided that the employee injured was on active duty and was performing an official police function.

10. Such employees, in turn, agree to reimburse the Township for such payments received while awaiting or receiving Worker's Compensation benefits provided, however, that such payments constitute double or overlapping payment(s).

11. Irrespective of the provisions of paragraphs 2 and 3 above, members of this bargaining unit shall have their sick time accrual for cash-in frozen at the amount of time earned as of December 31, 2012. Members of this bargaining unit shall be eligible to accumulate sick time to be used for sick leave. Sick time that is accumulated after December 31, 2012 will be

used first (1st) for sick leave. Only after all sick leave accumulated after December 31, 2012 is exhausted will an officer be required to use sick leave from his pre-January 1, 2013 accumulated sick time bank. Furthermore, the rate at which said time will be paid will also be based on the employee's daily rate of pay as of December 31, 2012; except that employees who are promoted after December 31, 2012 shall be paid for the days in their bank upon retirement/separation at the 2012 rate for their rank at retirement or separation.

XI. COLLEGE DEGREE COMPENSATION

College Degree Compensation shall be as follows:

A. Payment Schedules¹

1. Police Science, Law Enforcement, Criminal Justice, Human Science or Public

Administration Degrees

A.A./A.S. \$ 750

B.A./B.S. \$1,500

M.A./M.S. \$2,250

2. All other Degrees

A.A./A.S. \$ 600

B.A./B.S. \$1,200

M.A./M.S. \$1,500

B. The amounts shown above shall be added to and considered as part of the employee's base pay. All appropriate pension deductions and contributions shall be made by each respective party. The amounts shown above shall be added to and considered as part of the employee's base pay for each and every year that the employee is employed by the Township, regardless of whether the employee is promoted or his rank otherwise changes. All appropriate pension deductions and contributions shall be made by each respective party.

C. As an Officer earns a higher degree, the difference between the appropriate compensation amounts will be added to that Officer's base pay.

¹Those Officers receiving per credit compensation effective in 1997 and who do not hold a degree as listed in Section A herein above shall have their respective credit numbers and amount frozen at 1997 level unless or until the respective employee receives a degree as specified in Section A herein above. In the case where said employee earns a degree he/she shall be compensated in accordance with the provisions set forth in Section 1 herein above. This benefit shall be for current non-degree credit recipients only and shall expire at the end of this Agreement, pending renegotiations by the parties for the subsequent contract.

XII. HOURS OF WORK AND OVERTIME

1. The Township will comply with the Fair Labor Standards Act (FLSA) and all State and Federal Rules with respect to overtime. Overtime compensation shall be paid to an employee when he is required to work in excess of a complete regular tour of duty, or a regularly-scheduled day off when that employee is not compensated by another day off.

2. Overtime shall be compensated in the form of time and one-half of the employee's regular rate of pay in effect at the time of the overtime. However, an employee may elect to receive overtime in the form of compensatory time rather than pay. Such compensatory time shall be at the rate of one and one-half (1 1/2) hours for each hour the employee worked in excess of the normal tour of duty. The type of overtime payment shall be made at the time the employee submits his overtime slip to his commanding officer.

3. If an employee retires, resigns or is terminated, the employee shall be paid for any compensatory time which the employee has accumulated in accordance with the police department policy. The employee shall be compensated at the employee's hourly rate of pay at the time of retirement, resignation or termination. There shall be a maximum of two hundred (200) hours of compensatory time which shall be payable.

4. Employees who are requested or ordered to remain beyond a normal tour will receive overtime compensation for the exact amount of overtime worked to the nearest half (1/2) hour. Employees who are called in to work overtime shall receive a minimum of three (3) hours pay at straight time rates for up to the first two (2) hours worked.

5. If any employee, after being ordered in to duty, works more than two (2) hours, his pay shall then revert to the one and one-half (1 1/2) time hourly rate to the nearest half (1/2)

hour. Overtime compensation shall be paid once a month on the first bi-weekly period of the month for overtime earned in the previous month.

6. If the Chief determines that it is necessary for a Captain to work overtime, and the Captain works overtime, the Captain shall receive overtime compensation in accordance with this agreement. The Township agrees to take all necessary steps to change any current ordinance or regulation that provides otherwise.

XIII. CLOTHING ALLOWANCE

1. The Township agrees to furnish all uniformed employees all normal operational uniforms and equipment (except for undergarments). The Township also agrees to replace all uniforms that are worn out or damaged beyond repair during the course of duty, except any uniforms that are damaged or destroyed due to the negligence of the employee shall be repaired or replaced at the employee's own expense.

2. The Township further agrees to provide for the cleaning and normal maintenance of clothing and equipment except that clothing that is damaged or destroyed through the negligence of the individual employee shall be repaired or replaced at the private expense of the employee.

3. Non-uniformed Officers. Employees who are regularly assigned to non-uniform (investigative and/or administrative duties) shall be granted a clothing allowance of Seven Hundred Fifty (\$750.00) Dollars annually. Said allowance shall be made in the form of purchase order vouchers which shall be signed by the vendor of the clothing and shall contain a full description of the articles purchased. Purchases can be made with any reliable established clothing vendor but the total amount of purchase order vouchers submitted by an eligible employee shall in no case exceed the respective amounts listed herein. Employees who are newly assigned to non-uniform duties shall be permitted to use a prorated amount of the above amount according to the actual amount of time spent in such duties during the calendar year. The Township agrees to replace any civilian clothes assigned to non-uniform employees which are ruined in the line of duty with funds from the police department budget.

XIV. HEALTH INSURANCE

1. A. The Township agrees to provide the following Health Benefits to covered Members of the Bargaining Unit 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 shall offer a Self Insured Health Benefits Plan, or an HMO offered, or a Point-of-Service Plan through Qualcare. The co-pay for office visits will be \$15.00.
2. Prescription Drug Plan. The prescription co-pay shall be \$0.00/generic, \$15.00/brand name. Co-payments for mail order prescriptions shall be set forth above per order.
3. Dental Plan.
4. Vision Benefits (if other than an HMO is selected).

B. Effective January 1, 2013, all members of the bargaining unit and, if applicable, retirees, shall be governed by the provisions of Ch. 78, P.L. 2011.

2. The Township reserves the right to charge the eligible Members so covered, twenty-five (25%) percent of the cost of health benefits, prescription, dental and vision plans (if other than an HMO is selected) which shall be deducted from a covered Member's compensation during the first (1st) year of employment with the Township. Such cost of the Bridgewater Self Insured Health Benefits Plan or any other plan which the Township elects shall be at the cost conclusively determined by the Bridgewater Director of Finance applicable to the individuals, family, etc. 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 the individual and family

health coverage effective March 1st of the Plan year. The complete details for these coverages are provided in the appropriate plan booklets and their enclosures.

3. The Township shall have the right in its sole discretion to substitute carriers and agrees there shall be no change in the benefits.

4. Survivorship Clause. The Township agrees to pay to the spouse of an employee who dies while an employee of the Township the following benefits: health insurance, to and including age sixty-five (65) and dependent children up to and including age twenty-six (26) until said dependent children are no longer eligible for coverage (end of calendar year in which the dependent reaches age twenty-six (26)), as required by Medicare and insurance regulations.

5. Upon retirement, bargaining unit members and their eligible dependents, including surviving spouses, are entitled to continue to receive full coverage, at no cost to them, under the Township's Health Benefit Program (including hospitalization, major medical, dental, prescription, and vision benefits), that was in effect at the time of their retirement, provided the employee has retired from the N.J. Police and Fireman's Retirement System (PFRS), or another state or locally administered retirement system, on a benefit based upon twenty five (25) years or more of service credited in such retirement system, excepting those employees who elected deferred retirement, but including those employees who retired on disability pension based on fewer years credited in such retirement system. This coverage shall be provided at no premium cost 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 reaches 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.

6. Retiree Health Insurance (Applicable to unit members who retired on or after the signing date of the 2009-2012 collective negotiations agreement):

Retired officers will pay \$15.00 for doctor visits, \$0.00 for generic and \$15.00 for name prescription drugs. *Any increase in retirement co-pays for doctor's visits and prescriptions shall only occur if the active members receive an increase in their co-pays. If they remain static, then the retiree co-pays will also remain static. If active PBA members negotiate or are awarded a co-pay increase, than the retirees will pay a percentage of that increase based on the percentage increase in their pension benefit for the applicable year. For example, the retirees are paying \$15.00 for a doctor's visit and the actives receive an increase of \$10.00 to \$25. If the retirees receive a 2% cost of living increase to their pension benefit in the same year the co-pay increased, the retiree co-pay will increase from \$15.00 to \$15.20 (2% of the \$10.00 increase). Except as provided below, unless a retiree is paying towards his health insurance premium on the date he retires, he shall not be obligated to do so in the future. If a retiree was premium sharing on the date of his retirement, the amount of payment shall not be increased beyond the amount paid in the collective bargaining agreement under which he retired. Prospective retirees shall not be required to pay the insurance premium sharing amounts. Prospective retirees, if applicable, shall be required to make health care contributions in accordance with State law.

*Retirees are not eligible for a COLA until they have been retired for at least twenty-five (25) months.

XV. COMPENSATION

1. Salary Guide. Effective January 1, 2013, 2014 and 2015, the wage rates shall be those set forth in Appendix A and will be paid on the 15th and the second to last day of the month or immediately preceding work day to all employees.

2. On-Call. Hours on-call shall be defined to mean those hours when the employee must remain at a given location in a state of readiness to report for active duty. Each employee who serves a minimum of six hundred (600) normally scheduled hours on-call during each calendar year shall receive an annual increment for services in the amount of Six Hundred-Fifty (\$650.00) Dollars. For those employees who do not fulfill the six hundred (600) hour requirement, the total increment shall be pro-rated accordingly.

3. Court Compensation. An employee who is required to be on-call, in court matters, shall receive two (2) hours compensatory time for each eight (8) hours on-call to a maximum of forty (40) hours annually. An employee who is required to appear in court shall have the overtime pay provision apply on that day and not his on-call provision. The compensatory time shall be used in accordance with existing department policy.

4. Shift Differential. Effective upon the signing of this Agreement, Officers (including the Traffic and the Detective Bureaus) assigned to shift commencing on or after 1200 hours to 1530 hours shall receive an annual shift differential of Seven Hundred (\$700.00) Dollars. Officers (including the Traffic and the Detective Bureaus) assigned to shifts commencing on or after 1700 hours through midnight shall receive an annual shift differential of One Thousand Four Hundred (\$1,400.00) Dollars. Shift differentials shall be paid on the first (1st) pay day of December for the year worked. The shift differential shall be pro-rated in 1/12

increments and rounded up for partial months if an officer does not work a full year on a covered shift.

5. Pay for Higher Rank. An employee who completes a third (3rd) consecutive tour working in a higher rank, shall be paid at the higher rate of pay for that work, retroactive to the initial tour.

XV. COMPENSATION

1. Salary Guide. Effective January 1, 2013, 2014 and 2015, the wage rates shall be those set forth in Appendix A and will be paid on the 15th and the second to last day of the month or immediately preceding work day to all employees.

2. On-Call. Hours on-call shall be defined to mean those hours when the employee must remain at a given location in a state of readiness to report for active duty. Each employee who serves a minimum of six hundred (600) normally scheduled hours on-call during each calendar year shall receive an annual increment for services in the amount of Six Hundred-Fifty (\$650.00) Dollars. For those employees who do not fulfill the six hundred (600) hour requirement, the total increment shall be pro-rated accordingly.

3. Court Compensation. An employee who is required to be on-call, in court matters, shall receive two (2) hours compensatory time for each eight (8) hours on-call to a maximum of forty (40) hours annually. An employee who is required to appear in court shall have the overtime pay provision apply on that day and not his on-call provision. The compensatory time shall be used in accordance with existing department policy.

4. Shift Differential. Effective upon the signing of this Agreement, Officers (including the Traffic and the Detective Bureaus) assigned to shift commencing on or after 1200 hours to 1530 hours shall receive an annual shift differential of Seven Hundred (\$700.00) Dollars. Officers (including the Traffic and the Detective Bureaus) assigned to shifts commencing on or after 1700 hours through midnight shall receive an annual shift differential of One Thousand Four Hundred (\$1,400.00) Dollars. Shift differentials shall be paid on the first (1st) pay day of December for the year worked. The shift differential shall be pro-rated in 1/12

increments and rounded up for partial months if an officer does not work a full year on a covered shift.

5. Pay for Higher Rank. An employee who completes a third (3rd) consecutive tour working in a higher rank, shall be paid at the higher rate of pay for that work, retroactive to the initial tour.

XVI. GRIEVANCE PROCEDURE

The procedure for adjusting grievances shall provide each employee with full opportunity for presentation of his grievance and for the participation of the SOA representatives. All negotiable terms and conditions of employment may be subject to arbitration. Should a dispute arise between the Township, the SOA and any employee as to the meaning, application or operation of any provision of this Agreement or as to any disciplinary act or as to any other term and condition of employment not covered by this Agreement, such dispute shall be presented by any one of the parties within no more than thirty (30) calendar days from the time of the same arose and shall be settled in the manner prescribed herein. The procedure hereby established, unless by mutual Agreement changed or waived in part or in its entirety, shall be as follows:

Step 1.

The Chief, or designee shall meet the grievant, and any appropriate representative from the SOA, and the grievant's attorney if the grievant so chooses. The grievance shall be reduced to writing prior to said meeting within the thirty (30) day period. This meeting shall occur within fifteen (15) calendar days after the submission of the written grievance and the Chief, or designee shall render a written response within fifteen (15) calendar days after the meeting has taken place.

Step 2.

If the grievance is not settled in Step 1, the grievant or the appropriate representative or the SOA shall make a written request for a meeting with the Mayor. This request shall be filed with the Chief, or designee within fifteen (15) calendar days after receiving the initial reply from the Chief, or designee as provided for in Step 1. The Chief, or designee shall then arrange a mutually acceptable meeting to take place within fifteen (15) calendar days after receiving said request at such other time as may be mutually agreed upon. The Chief's written answer for Step 2 shall be delivered to the grievant and SOA within five (5) working days after the meeting.

Step 3.

If the grievance is not settled in Step 2, then either the SOA only or the Township can file notice with the other that it wishes to invoke the arbitration procedure. Within twenty (20) days following said notice, the party demanding arbitration shall invoke arbitration through the Public Employment Relations Commission (PERC) in accordance with its rules and regulations. The entire cost of arbitration shall be borne equally by the SOA and the Township. The decision of

the arbitrator will be in writing and will include reasons for his decision. The decision of the arbitrator will be final and binding upon the SOA and the Township. The arbitrator shall be bound by the applicable law of the State of New Jersey and the laws of the United States decisions of the Courts in the State of New Jersey and the Courts of the United States. The arbitrator shall not have the authority to add, modify or detract from any expressed written terms of this agreement.

*Time limitations on any of the above steps may be extended by mutual Agreement.

XVII. OUTSIDE EMPLOYMENT

1. Employees shall be permitted to contract work other than normal patrol duties and normal police work. Uniformed outside employment shall be contracted through the Chief, or designee who shall equally distribute such work, to the extent possible, on a rotating basis among the employees (pursuant to the overtime procedures).

2. Employees shall be paid for such contracted work by the Township in the next paycheck after the collection of funds from the outside employer at the rate of Seventy (\$70.00) Dollars paid to the officer. If an outside employment requires the services of a supervisor that hourly rate shall be Eighty-Five (\$85.00) Dollars.

3. Effective upon the signing of this Agreement, officers may only work a maximum of seventeen (17) hours in a twenty-four (24) hour work period. This encompasses all regular duty assignments, overtime assignments, and extraneous employment paid through the Township. For the purposes herein, the twenty-four (24) hour work period will begin when an officer first begins an assignment and will continue until the officer has completed his time worked and is off-duty. A minimum of seven (7) consecutive hours of rest time is required in the twenty-four (24) hour work period. Any officer having worked the maximum of seventeen (17) hours is required to have a seven (7) hour block of rest time before returning to duty, emergencies excepted. Rest time shall mean off-duty time.

XVIII. DURATION OF AGREEMENT

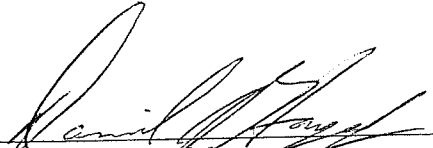
1. This Agreement and the benefits contained therein shall be in full force and effect from January 1, 2013 through and including December 31, 2015. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, written notice shall be given to the other party not less than one hundred-twenty (120) days prior to the expiration date. Collective negotiations on the terms of a new Agreement shall commence no later than ten (10) working days thereafter.

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


IN WITNESS WHEREOF, the SOA and the Township have caused this Agreement to be signed by their duly authorized representatives:

TOWNSHIP OF BRIDGEWATER

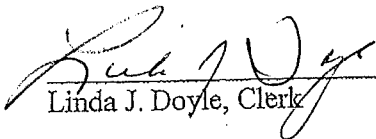
BRIDGEWATER SOA



Daniel J. Hayes, Mayor



Luke Daley, SOA President



Linda J. Doyle, Clerk

APPENDIX "A"

SERGEANT WAGE SCALE¹

<u>Effective January 1, 2013:</u>	\$122,101
<u>Effective January 1, 2014:</u>	\$124,543
<u>Effective January 1, 2015:</u>	\$127,034

LIEUTENANT WAGE SCALE

<u>Effective January 1, 2013:</u>	\$132,627
<u>Effective January 1, 2014:</u>	\$135,280
<u>Effective January 1, 2015:</u>	\$137,986

¹ For the first six (6) months as a Sergeant, the employee's annual rate of pay shall be Two Thousand (\$2,000.00) Dollars less than that listed within the above scale.

CAPTAIN WAGE SCALE²

<u>Effective January 1, 2013:</u>	\$141,750
<u>Effective January 1, 2014:</u>	\$144,585
<u>Effective January 1, 2015:</u>	\$147,477

² The Township agrees to take all necessary steps to change any current ordinance that conflicts with the wage scale set forth herein.

