

Contract no 182

AGREEMENT BETWEEN  
THE TOWNSHIP OF BRIDGEWATER  
AND  
THE BRIDGEWATER MUNICIPAL EMPLOYEES ASSOCIATION

TERM OF CONTRACT  
JANUARY 1, 1991 - DECEMBER 31, 1994

RECEIVED  
MAY 17 1991  
MUNICIPAL EMPLOYEES ASSOCIATION

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THIS AGREEMENT, made and entered into as of the first day of January, 1991, between the Township of Bridgewater (hereinafter referred to the "Township" or "Employer"), and the Bridgewater Municipal Employees Association (hereinafter referred to as the BMEA).

#### ARTICLE I - RECOGNITION

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

#### ARTICLE II - INCORPORATION OF TOWNSHIP PERSONNEL CODE

Incorporation of the Bridgewater Township Personnel Code by reference.

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

#### ARTICLE III - MANAGEMENT RIGHTS

That 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:

To establish or continue policies, practices or procedures for the conduct of the Departments and their services to residents.

From time to time, change or abolish such practices or procedures, but not the terms or conditions of employment.

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.

To determine the number of hours per day or week any operation of the Department may be carried out.

To select and determine the number and types of employees required.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE V - TIME OFF FOR BMEA REPRESENTATIVES

- A. The employer shall permit two (2) BMEA representatives to conduct the business of the BMEA, which consists of conferring with employees and the employer on grievances and related matters in accordance with the grievance procedure set forth herein, during the duty hours of said representative, without loss of pay. Employees who are the subject of the grievance and witnesses shall be permitted to confer with such representative during duty hours, without loss of pay. The conference time provided for shall not be in excess of one (1) hour, per week, per

grievance.

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

#### 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 a dues check-off authorization and to deduct from all non-members of the BMEA an amount equal up to 85% of these dues. The BMEA hereby agrees to indemnify and hold harmless the Township of Bridgewater, its agents and officials for any and all claims which may be made by virtue of any deduction undertaken pursuant to this paragraph.

#### ARTICLE VII - WAGES AND ECONOMIC BENEFITS

- A. Effective January 1, 1991, the wage rates shall be those listed in Appendix A, entitled "Wage Rates".
- B. Effective January 1, 1992, the wages rates shall be those listed in Appendix B, entitled "Wage Rates".
- C. Effective January 1, 1993, the wage rates shall be those listed in Appendix C, entitled "Wage Rates".
- D. Effective January 1, 1994, the wage rates shall be those listed in Appendix D, entitled "Wage Rates".
- E. Step Adjustment: In the first year of employment, employees will receive their percentage increase as of January 1st of the following year and will receive their step adjustment on their one (1) year anniversary date for employees hired after January 1, 1991. Thereafter, they will receive their percentage raise and step adjustment as of January 1 of future years worked.
- F. Longevity Payments: Longevity payments shall be made in lump sum payments annually on the last payday in May of each year or at the time of separation from service, 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, receive three percent (3%) of their annual base salary.
3. All members who successfully complete their fifteenth (15th) year of service shall, at the start of their sixteenth (16th) year, receive four percent (4%) of their annual base salary.
4. All members who successfully complete their twentieth (20th) year of service shall, at the start of their twenty-first (21st) year, receive five percent (5%) of their annual base salary.
5. No member shall receive more than \$1,000. of longevity pay.
6. Only those full-time members hired before December 31, 1988 shall be entitled to longevity payments.

#### ARTICLE VIII - UNIFORMS

The Township shall provide each survey team member and each Engineering Department Construction Inspector, at no cost to the employee for calendar years 1991, 1992, 1993, and 1994:

- A. Two (2) sets of uniforms per employee per year, consisting of a shirt and trousers and one (1) pair of safety shoes. Uniform specifications to be agreed to by management and BMEA membership.
- B. Rain suits, rubber boots, and gloves when needed.

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

#### ARTICLE IX - COMPENSATION, VACATION, AND LEAVES OF ABSENCE

##### A. HOLIDAYS

1. 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  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day (4th of July)

Labor Day  
Columbus Day  
General Election Day  
Veterans' Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day and the day preceding,  
when the day preceding falls on a  
Tuesday, Wednesday, Thursday, or Friday.

2. If a holiday falls on a Saturday or Sunday, it shall be celebrated and compensated accordingly on the workday preceding or the workday following such holiday, at the discretion of the Township.
3. Where it is necessary to maintain regular service requiring an employee to work on an official holiday, such employee shall be compensated by receiving one and one-half (1 1/2) times the employee's regular rate for all hours actually worked in addition to receiving his regular holiday pay.
4. In the event that an official holiday is observed during an employee's vacation, he shall be entitled to an additional vacation day. If an official holiday occurs while an employee is on sick leave, he shall not have that holiday charged against his sick leave.
5. To be eligible to receive holiday pay, an employee must work his regularly scheduled workday before the holiday and his regularly scheduled workday after the holiday, unless the employee is on an approved absence with pay.

**B 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 or 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 the serious illness (requiring hospitalization or nursing care) of an employee's spouse; however, not in excess of five (5) working days. Permanent part-time employees are not eligible for extended sick leave. All absence due to illness or disability shall be reported immediately by or for the employee to his/her Department Director with indication of expected duration.



2. Full-time employees shall be entitled to fifteen (15) working days of sick leave with pay per year in each calendar year after they have completed one (1) year of satisfactory continuous service.
3. Full-time employees who have worked less than one year (1) 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's day's pay for every four (4) days of accumulated unused sick leave based on a maximum accumulation of 200 sick days. (Example: 100 accumulated sick days equals pay for 25 days.)
5. Upon retirement a BMEA employee who has served ten (10) years with the Township of Bridgewater shall receive one (1) day's pay for every three (3) days of accumulated unused sick leave based on a maximum accumulation of 240 sick days. (Example: 150 accumulated sick days equals pay for 50 days.)
6. Accumulated sick leave may be used by an employee only for personal illness or disabling injuries.
7. Extended Sick Leave Policy:
  - a) Successive periods of illness or disability shall be counted together as one (1) period in computing the period during which the employee shall be entitled to benefits, except that any sickness occurring after an employee has been continuously engaged in the performance of duty for thirteen (13) weeks shall be considered as a new sickness and not as part of any disability which preceded such period of thirteen (13) weeks. In the event that an employee's illness or disability continues for a prolonged period and the employee has exhausted his/her accumulation of unused sick leave days, annual vacation, and personal leave days, extended sick leave benefits may be available to him/her for a maximum period of twenty-six (26) weeks. The first thirteen (13) weeks or any portion thereof shall be paid at the employee's full annual base salary. The next thirteen (13) weeks or any portion thereof shall be paid at the rate of fifty percent (50%) 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 permanent employment status with the Township.
  2. An employee shall have exhausted his/her accumulation of unused sick leave, personal leave and vacation leave and shall have continued to be ill or disabled.
- c) In the event that an official holiday is observed during the period in which an employee has an extended sick leave, the employee shall not have that holiday counted against his/her extended sick leave.

C. VACATION TIME:

1. Full-time employees shall earn vacation on the basis of the following schedule:
  - 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-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.

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 or 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 Business 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 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 Business 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 and the employee will receive an equivalent day off, as scheduled by the Department Director.

**D. OVERTIME;**

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

**E. FUNERAL LEAVE;**

Full-time employees will be granted leave with pay, not to exceed five (5) days, in the event of a death in the immediate family, by the Department Director through the office of the Township Administrator. Such leave shall be in addition to vacation leave and sick leave. For purposes of death leave, the term "immediate family" is defined as husband, wife, children, and other members of the same home; father and mother, step-father, 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 degree,

up to one (1) calendar day off with pay will be granted. Exception to the above may be made where the deceased is buried in another city or state, and the employee would be unable to return in time for work with the leave granted.

**F. JURY DUTY;**

In the event that an employee is required to service jury duty, he shall be paid the difference between the daily fee allowed by the court and his daily rate of pay for scheduled work time lost, exclusive of any overtime, upon presentation of proper evidence of jury service. If the employee is excused from jury duty at or before 12:00 noon, the employee must report to his work assignment.

**G. 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 1/2) 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.

**H. MILITARY LEAVE;**

Any full-time permanent 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 vacation for the period of such training as authorized by law. The employee shall receive his weekly rate of pay for scheduled work time lost, exclusive of overtime, upon presentation of proper evidence of military service.

When a full-time permanent employee has been called to active duty or inducted into the military or naval forces of the United States, he shall be granted an indefinite

leave of absences without pay for the duration of such active military service provided that he does not voluntarily extend such service. Such employee shall have the right to reinstatement to his former position or a position of equal status without the loss of privileges or seniority, provided he reports for duty with the Township within ninety (90) days following his honorable discharge.

I. 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 accumulated sick leave and vacation in the case of illness, or his 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 Business 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 Business Administrator.

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

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

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

J. OTHER;

All other matters pertaining to sick time, vacation time,

and overtime are controlled by the applicable provisions of the Bridgewater Township Code.

#### ARTICLE X - ADDITIONAL COMPENSATION

##### A. SHIFT DIFFERENTIAL AND HOLIDAY PAY FOR POLICE DISPATCHERS

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

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

Payment for these holidays will be made in two (2) semi-annual installments. The first (1st) installment is to be made on the last pay day in May and shall include payment for five (5) holidays. The second (2nd) installment shall include payment for ten (10) holidays, and shall be paid on the first (1st) pay day in November for all dispatchers.

2. **Shift Differential:** A member who works a rotational shift in a continuous one hundred eighty (180)-day period shall receive an annual three hundred (300) dollar shift differential in 1991, 1992, 1993, and three hundred (300) dollar shift differential in 1994, to be paid on the first pay day in December for all dispatchers.
3. All dispatchers and inspectors covered by this contract will receive four (4) hours call-in-pay, in the event that the employee is called back to work or is called in on an unscheduled work day.

##### ARTICLE XI - BENEFITS FOR PERMANENT PART-TIME EMPLOYEES

- A. "Permanent part-time employee" is defined as follows:  
An employee of the Township who works on a regular year-round part-time basis for a minimum of twenty (20) hours per week, but fewer than thirty-five (35) hours per week, who is paid wages on an hourly basis and who is not a temporary or seasonal employee.
- B. The provisions of Article IX shall apply to permanent part-time employees; provided, however, that a day shall be deemed to equal four (4) hours for purposes of vacation leave or holidays.
- C. The provisions of Paragraph G of Article IX, Military Leave, shall not be applicable to permanent part-time employees.

#### ARTICLE XII

- A. All new employees will receive a written confirmation of their initial job title and starting salary on or before their first day of employment. Such confirmation shall be provided by the Business Administrator and shall state that it is subject to the terms of this agreement and to the applicable provisions of the Township Code. All new employees covered by this agreement will be hired on the salary guide on the appropriate step.
- B. Management will make reasonable efforts to provide job descriptions for all BMEA members.
- C. Employment opportunities (including new job titles) and promotional opportunities in the Departments shall be posted on the bulletin boards of both floors of the Municipal Building, the Court Annex Building, Police Department, and advertised in the official Township newspaper and may be advertised in appropriate professional journals; such posting and advertisement shall take place prior to any personnel action on such opportunities. Qualified Township employees shall have preference in being considered for said positions; provided, however, they have completed one (1) year of satisfactory service with the Township.
- D. Each Department Director shall conduct an annual evaluation or appraisal during the month of July of each Township employee in his department in order to measure progress made during the past year and to encourage self improvement. This report serves as one (1) factor in determining the employee's present and potential value to the Township. It also serves as one (1) point in considering the employee for promotion or an increase in salary. The employee may attach an addendum to his/her evaluation.



**ARTICLE XIII - INSURANCE**

**Health Insurance - All Permanent Full-Time and Permanent Part-Time Employees:**

New employees will pay one-third (1/3) of the cost for Health Insurance during their first (1st) year of service. The Township agrees to furnish to all those employees and their families covered under this agreement at the completion of the employee's first (1st) year of service, at no charge to such employees. Health Insurance is provided by:

Hospital Insurance and Major Medical Plan - Bridgewater Township Medical Plan.

Prescription Plan - PCS (\$3.00 co-payment)

Delta Dental - Dental Plan

(2) HMO's offered - HIP/Rutgers and Co-Med.

**Dental Insurance - All Permanent Full-Time and Permanent Part Time Employees**

New employees will pay one-third (1/3) of the cost for Dental Insurance during the first (1st) year of service. The Township agrees to furnish to all those employees and their families at no charge upon the completion of the employee's first (1st) year of service, insurance coverage for the following benefits: Diagnostic, preventive, oral surgery, restorative, endodontics, periodontics, and prostodontic. There will be a one hundred (100) percent coverage for preventive and diagnostic services and a fifty-fifty (50/50) co-payment of all other remaining basic services and prostodontic benefits of the Usual, Customary, and Reasonable Fees for these dental services.

Management agrees to promptly notify the BMEA of any changes in benefits with respect to this contract.

Upon retirement after twenty-five (25) years of service the hospital, medical-surgical and major medical insurance coverages described in Article X, or equivalent coverage shall continue until death of Retiree.

Upon retirement after twenty-five (25) years of service the dental and prescription plan insurance coverages described in Article XI, or equivalent coverage shall be continued until the age of sixty-five (65) has been attained.

#### ARTICLE XIV - TERM

This agreement and the benefits contained therein shall be in full force and effect from January 1, 1991 through and including the thirty-first (31st) day of December, 1994. Employee compensation during the term of the agreement shall be as set forth on Appendix A,B,C,and D attached to this agreement, and is retroactive back to January 1, 1991. 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.

BMEA WAGE & SALARY GUIDE

APPENDIX "A"

WAGE RATES - 4 %

EFFECTIVE 1/1/91

GRADES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
A	\$14,862	\$15,902	\$17,015	\$18,206	\$19,480
B	15,902	17,015	18,206	19,480	20,844
C	17,015	18,206	19,480	20,844	22,303
D	18,206	19,480	20,844	22,303	23,865
E	19,480	20,844	22,303	23,865	25,535
F	20,844	22,303	23,865	25,535	27,323
G	22,303	23,865	25,535	27,323	29,235
H	23,865	25,535	27,323	29,235	31,281
I	25,535	27,323	29,235	31,281	33,471
J	27,323	29,235	31,281	33,471	35,814
K	29,235	31,281	33,471	35,814	38,321
L	31,281	33,471	35,814	38,321	41,004

BMEA WAGE & SALARY GUIDE

APPENDIX "B"

EFFECTIVE 1/1/92

WAGE RATES: \$25,000 or above- CPI 3.2%  
Below \$25,000 - 5%

GRADES	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
A	\$15,605	\$16,697	\$17,866	\$19,116	\$20,454
B	16,697	17,866	19,116	20,454	21,886
C	17,866	19,116	20,454	21,886	23,418
D	19,116	20,454	21,886	23,418	25,058
E	20,454	21,886	23,418	25,058	26,352
F	21,886	23,418	25,058	26,352	28,197
G	23,418	25,058	26,352	28,197	30,171
H	25,058	26,352	28,197	30,171	32,282
I	26,352	28,197	30,171	32,282	34,542
J	28,197	30,171	32,282	34,542	36,960
K	30,171	32,282	34,542	36,960	39,547
L	32,282	34,542	36,960	39,547	42,316

CPI-W (Consumer Price Index Wage)

BMEA WAGE & SALARY GUIDE

APPENDIX "C"

EFFECTIVE 1/1/93

WAGE RATES: \$25,000 or above- CPI + 1%  
Below 25,000 - 5% \*

\* If CPI + 1 is larger than 5% employees receives greater amount.

APPENDIX "D"

EFFECTIVE 1/1/94

WAGE RATES: \$25,000 or above- CPI + 1%  
Below 25,000 - 5% \*

\* If CPI + 1 is larger than 5% employees receives greater amount.

CPI-W (Consumer Price Index Wage)

BMEA - POSITIONS

<u>GRADES</u>	<u>TITLES</u>
A	Clerk Typist Receptionist/Clerk Custodian Police Records Clerk
B	Senior Clerk Typist Senior Custodian Secretary "B" Senior Police Records Clerk
C	Account Clerk Draft
D	
E	Dispatcher Design Drafter
F	Senior Account Clerk Secretary "A" Transit Technician Permit Coordinator
G	Construction Inspector Zoning Officer Financial Assistant Assistant Treasurer Assistant Planner
H	Senior Construction Inspector Santarian Junior Party Chief Design/Engineer Soil Erosion Officer Senior Dispatcher
I	Environmental Health Specialist Design/Technician
J	Construction Engineer
K	Engineer
L	Senior Engineer