

# AGREEMENT

between

THE TOWNSHIP OF BLOOMFIELD  
ESSEX COUNTY, NEW JERSEY

and,

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
LOCAL 32

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January 1, 2006 through December 31, 2010

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**PREAMBLE**

This Agreement is entered into this \_\_\_\_ day of, \_\_\_\_\_, 2008 by and between THE TOWNSHIP OF BLOOMFIELD, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Township" or the "Employer"), and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 32 (hereinafter called the "Union") and represents the complete and final understanding on all negotiable issues between the Township and the Union.

**ARTICLE I**

**RECOGNITION**

A. The Township hereby recognizes the Union as exclusive majority representative for all full-time employees of the Township having the titles listed in Schedule A of this Agreement, but excluding seasonal employees and employees employed in the Mayor's office, Administration, Personnel and Law Departments, Managerial Executives, Supervisors, Confidential employees and all other employees employed by the Township of Bloomfield except as otherwise provided by the Commission decision in CU-2007-026, which is incorporated herein by reference. The parties agree to meet during the term of this contract to discuss amendments to the contract resulting from said decision, which amendments shall be made in writing.

B. The terms "member", and/or "Employee" as used herein shall be defined to include the plural as well as the singular.

## ARTICLE II

### MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting, the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by deploying personnel, methods and means of the most efficient and appropriate manner, and from time to time, to be determined by the Township, to subcontract work performed by employees covered by this Agreement;

2. To hire all Employees and subject to the provisions of law, to determine their qualification and conditions for continued employment or assignment and to promote and transfer Employees;

3. To suspend, demote, discharge or take any other appropriate disciplinary action against any employees for just cause;

4. The right of management to make, maintain and amend such rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operations of the Township and to require compliance by the employees;

5. The Township reserves the right with regard to all other conditions of employment, specifically not reserved, to make changes as are necessary or desirable for the

efficient and effective operation of the Township, which right shall be limited only by the terms of this Agreement.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and by the Constitution and Laws of New Jersey and of the United States

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

2. Nothing herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the Employee's department.

#### B. Definition

The term "grievance" as used herein means any complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Union on behalf of an individual Employee or group of Employees, or the Township.

#### C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

##### Step One:

(a) An aggrieved Employee, the Union on behalf of an aggrieved Employee or Employees, or the Township shall institute action under the provisions hereof within fifteen (15) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved Employee and his immediate supervisor for the purpose of

resolving the matter informally. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

(b) The immediate supervisor shall render a decision within five (5) calendar days after receipt of the grievance.

Step Two:

(a) In the event the grievance has not been resolved in or at Step One, the Employee or the Union shall, in writing and signed, file the grievance with the Department Head within three (3) calendar days following the determination at Step One.

(b) The Department Head shall render a decision in writing within five (5) calendar days from the receipt of the grievance. However, in the event the Department Head is on leave, off duty, or out of town, the five (5) calendar days time limit shall not begin running until the Department Head has returned.

Step Three:

(a) In the event the grievance has not been resolved in or at Step Two, the Employee or the Union may appeal, in writing, the Department Head's determination to the Township Administrator within five (5) calendar days following the determination at Step Two.

(b) The Township Administrator shall, render a determination, in writing, within ten (10) calendar days from receipt of the appeal. However, in the event the Township Administrator is on leave, off duty, or out of town, the ten (10) calendar day time limit shall not begin running until the Township Administrator has returned.



Step Four:

(a) In the event the grievance has not been resolved in or at Step Three, the Employee or the Union may appeal, in writing, the Township Administrator's determination to the Mayor and Township Council within five (5) calendar days following the determination at Step Three.

(b) The Mayor and Township Council shall render a determination, in writing, within fifteen (15) calendar days from receipt of the appeal.

Step Five:

(a) In the event the grievance has not been resolved in or at Step Four, the matter may be referred to arbitration as hereinafter provided

(b) In the event that the Township or the Union desires to submit a grievance to arbitration, the following procedure shall be followed:

1) The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party(ies) within ten (10) calendar days following receipt of the Mayor and Council's determination.

2) The party demanding arbitration shall request the N.J. State Board of Mediation or the Public Employment Relations Commission to appoint an arbitrator. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of the N.J. State Board of Mediation or the Public Employment Relations Commission.

3) The costs of the services of the arbitrator shall be borne equally by the Township and the Union and all other expenses incurred by either side, including the presentation of witnesses, shall be borne by the side incurring same.

4) The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

5) The arbitrator shall not add to, subtract from, modify or amend this Agreement in any way.

6) Only one (1) issue may be submitted to an Arbitrator unless the parties agree otherwise.

7) The decision of the arbitrator shall be binding subject to law.

D A failure to respond at any Step in this procedure by the Township or its agents shall be deemed to be a negative response and, upon the termination of the applicable time limits, the grievant may proceed to the next Step.

E Time limits may be extended by the parties by mutual written agreement in instances where a designated member of the Union Grievance Committee or a Township Official whose presence is required or necessary to present, hear or resolve a grievance, is unavailable because of illness, vacation, or other bona fide cause.

F The Township reserves the right to file in writing a grievance on its behalf with the President of the Union who shall conduct a conference with representatives of the Township (not to exceed three (3)) within ten (10) calendar days of filing of the grievance. In the event no adjustment has been satisfactorily made within ten (10) calendar days after such meeting, either party may file within ten (10) calendar days for advisory arbitration in accordance with this Article.

G In the event the aggrieved elects to pursue remedies available through Civil Service, the grievance shall be cancelled and the matter withdrawn from this procedure. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at

least thirty (30) calendar days after the decision rendered by the Mayor and Council on the grievance. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be cancelled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

## ARTICLE IV

### NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the terms of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any Employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment), sick-out, mass absenteeism, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Employer. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, sick-out, mass absenteeism, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any Employee covered under the terms of this Agreement may be deemed grounds for termination of employment of such Employee or Employees, subject, however, to the application of the Grievance Procedure contained in Article III.

C. The Union will actively discourage and will take all affirmative steps which are necessary to prevent or terminate any strike, sick-out, mass absenteeism, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Employer.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction, or damages or both, in the event of such breach by the Union or its members.

**ARTICLE V**

**DEDUCTIONS FROM SALARY**

A. The Employer agrees to deduct from the salaries of its Employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S. 52:14-15.9(e)), as amended. Said monies together with records of any corrections shall be transmitted to the Union Treasurer within three (3) working days from the payroll period ending date of each bi-weekly payroll period.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change.

C. The Union will provide the necessary "check-off authorization" form to new members and deliver the signed forms to the appropriate offices. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization cards submitted by the Union to the Employer.

D. The Employer and the Union have negotiated concerning the subject of requiring the payment by all non-member Employees in the unit to the majority representative of a representation fee for services rendered by the majority representative and agree that the said representation fee, eighty-five percent (85%) of the regular membership dues, shall be deducted from the payroll as provided and paid to the exclusive representative Local 32, OPEIU by the Employer.

**ARTICLE VI**

**HOURS OF WORK AND OVERTIME**

A.1. The hours of work for all full-time Employees in the public, administrative and executive business offices of the Township shall be eight hours per day, with a one-hour lunch period, on each of the days from Monday to Friday, inclusive, legal holidays excepted.

A.2. Employees covered under this section shall be those in the following titles:

- Account Clerk
- Administrative Clerk
- Administrative Secretary
- Assistant Engineer
- Bookkeeping Machine Operator
- Cashier
- Clerk Stenographer
- Clerk Transcribes
- Clerk Typist
- Engineering Aide
- Field Representative-Housing Rehabilitation
- Graduate Nurse
- Health Educator
- Housing Inspector
- Principal Bookkeeping Machine Operator
- Principal Clerk Stenographer
- Principal Engineering Aide
- Public Health Nurse
- Registrar of Vital Statistics
- Sanitary Inspector
- Sanitary Inspector Trainee
- Senior Bookkeeping Machine Operator
- Senior Cashier
- Senior Clerk
- Senior Clerk Stenographer
- Senior Clerk Transcribes
- Senior Clerk Typist
- Senior Engineer
- Senior Water Meter Reader and Inspector
- Social Services Assistant (Typist)
- Social Work Specialist
- Social Worker (Police & Social Services)

The parties agree to meet during the term of this contract to discuss amendments to the above referenced list, which amendments shall only be made in writing, by mutual agreement.

B. The hours of work for all full-time Employees in the Health Department shall be eight (8) hours per day, as directed, with a one-hour lunch period, on each of the days from Monday to Friday, inclusive, legal holidays excepted.

C.1. The hours of work for all full-time Employees in the Police Department shall be five days per week, eight (8) hours per day from Monday to Saturday, as directed, legal holidays excepted.

C.2. Employees covered under this section shall be those in the following title: Parking Violations Officer.

D.1. The hours of work for all full-time Employees in the Recreation Department shall be eight (8) hours per day, with a one-hour lunch period, on each of the days from Monday to Friday, inclusive, legal holidays excepted.

D.2. Employees covered under this section shall be those in the following titles: Clerk Typist; Administrative Secretary.

E.1. The hours of work for all full-time Employees in the Animal Control Shelter shall be five days per week, eight (8) hours per day, with a one-hour lunch period, from Monday to Friday, inclusive, as directed.

E.2. Employees covered under this section shall be those in the following title: Agency Aide.

F.1. The hours of work for all full-time Employees in the Department of Public Works, Division of Electrical Services, shall be eight and one half (8½) hours per day, with a

thirty-minute lunch period, from Monday to Friday, inclusive, throughout the year, legal holidays excepted.

F.2. Employees covered under this section shall be those in the following title: Signal System Technician.

G.1. The hours of work for all full-time Employees in the Department of Public Works, Division of Public Buildings and Grounds, shall be eight and one half (8½) hours per day with a morning and an afternoon shift as directed, with a thirty-minute lunch period, from Monday to Friday, inclusive, throughout the year, legal holidays excepted.

G.2. Employees covered under this section shall be those in the following titles: Building Maintenance Worker.

H.1. The hours of work for all full-time Employees in the Recreation Department shall be eight (8) hours per day, with a one-hour lunch period, on each of the days from Monday to Friday, inclusive, legal holidays excepted.

H.2. Employees covered under this section shall be those in the following titles: Recreation Maintenance Worker; Senior Recreation Maintenance Worker; Laborer.

I.1. The hours of work for all full-time Employees in the Department of Finance, Division of Revenue, shall be eight (8) hours per day, five days per week, as directed.

I.2. Employees covered under this section shall be those in the following titles: Senior Parking Meter Repairer; Parking Meter Repairer; Senior Parking Meter Repairer/ Parking Enforcement Officer; Parking Meter Collector; Repairer; Water Meter Reader and Water Meter Reader/Inspector.



J.1. The hours of work for all full-time Employees in the Animal Control Shelter shall be eight (8) hours per day five days per week, with a one-hour lunch period, from Sunday to Saturday, inclusive, as directed.

J.2. Employees covered under this section shall be those in the following titles: Animal Control Officer, Assistant Animal Control Officer.

K. Hours worked in excess of those regularly scheduled as provided in Sections A, B, C, D, E, F, G, H, I and J above, shall be deemed overtime, provided such work has been authorized, and shall be compensated at one and one-half (1-½) times the regular rate of pay. At the Employer's discretion, Employees who work greater than thirty-five (35) hours and up to and including forty (40) hours per week shall be compensated with either compensatory time or overtime in the amount of one and one-half (1-½) times the regular rate of pay. Compensatory time must be used by the end of the calendar year in which it was earned or it will be lost. In the computation of an Employee's regular hourly rate of pay, an Employee's base annual salary plus longevity shall be divided by the following hours:

1820 hours - Employees covered under Sections A, B, D, E, I and J.

2080 hours - Employees covered under Sections C, F, G and H.

L. Overtime hours worked in excess of forty (40) per week shall be compensated by time and one-half to be paid in time or dollars pay. The Employee shall have the option to choose the method of compensation; that is, time or dollars pay. The Township, if the Employee's option is time, shall have the option as to when the time shall be taken. Overtime shall not be paid for attending training or educational classes, lectures or conferences that extend after the regular work hours.

M. For "Call Back" to duty station from home for an emergency, Employees are guaranteed "call back" overtime of three (3) hours even if the time worked is less than the amount credited.

## ARTICLE VII

### VACATION LEAVE

Until December 31, 2008, Vacation Leave shall be as follows:

A. Employees shall receive vacation, with pay, according to the following schedule:

In the 1st calendar year of service, an Employee earns one and one-twelfth (1-1/12) working day each month or major fraction thereof of service and may take NO days vacation.

In the 2nd calendar year of service, an Employee earns thirteen (13) working days per year of service and may take the number of days earned in the 1st calendar year of service as vacation.

In the 3rd calendar year of service, an Employee earns thirteen (13) working days per year of service and may take thirteen (13) days vacation.

In the 4th calendar year of service, an Employee earns thirteen (13) working days per year of service and may take thirteen (13) days vacation.

In the 5th calendar year of service, an Employee earns thirteen (13) working days per year of service and may take thirteen (13) days vacation.

In the 6th calendar year of service, an Employee earns thirteen (13) working days per year of service and may take thirteen (13) days vacation.

In the 7th calendar year of service, an Employee earns thirteen (13) working days per year of service and may take thirteen (13) days vacation.

In the 8th calendar year of service, an Employee earns thirteen (13) working days per year of service and may take thirteen (13) days vacation.

In the 9th calendar year of service, an Employee earns thirteen (13) working days per year of service and may take thirteen (13) days vacation.

In the 10th calendar year of service, an Employee earns thirteen (13) working days per year of service and may take thirteen (13) days vacation.

In the 11th calendar year of service, an Employee earns nineteen (19) working days per year of service and may take nineteen (19) days vacation.

In the 12th calendar year of service, an Employee earns nineteen (19) working days per year of service and may take nineteen (19) days vacation.

In the 13th calendar year of service, an Employee earns nineteen (19) working days per year of service and may take nineteen (19) days vacation.

In the 14th calendar year of service, an Employee earns nineteen (19) working days per year of service and may take nineteen (19) days vacation.

In the 15th calendar year of service, an Employee earns nineteen (19) working days per year of service and may take nineteen (19) days vacation.

In the 16th calendar year of service, an Employee earns nineteen (19) working days per year of service and may take nineteen (19) days vacation.

In the 17th calendar year of service, an Employee earns nineteen (19) working days per year of service and may take nineteen (19) days vacation.

In the 18th calendar year of service, an Employee earns nineteen (19) working days per year of service and may take v nineteen (19) days vacation.

In the 19th calendar year of service, an Employee earns nineteen (19) working days per year of service and may take nineteen (19) days vacation.

In the 20th calendar year of service, an Employee earns nineteen (19) working days per year of service and may take nineteen (19) days vacation.

In the 21st calendar year of service, an Employee earns twenty-one (21) working days per year of service and may take twenty-one (21) days vacation.

In the years thereafter, an Employee earns twenty-one (21) working days per year of service and may take twenty-one (21) days vacation.

B. The total years of service after permanent appointment of each Employee in the classified Civil Service shall be considered in determining annual vacation leave provided under the above schedule.

C.1. Vacation leave shall be taken in accordance with Paragraph A of this Article at such time as permitted or directed by the Department Head unless the Department Head, in his/her sole discretion, determines and certifies that it cannot be taken because of pressure of work or other emergency situation. Vacation leave requests shall not be unreasonably denied. If denied, the Department Head shall reduce to writing the reason(s) for the denial.

C.2. When in any calendar year the annual vacation leave or any part thereof is not granted and taken because of pressure of work or other emergency situation, such annual vacation leave or part thereof not granted and taken shall accumulate to the credit of the individual Employee and shall be taken during the next succeeding calendar year only or it will be lost.

On January 1, 2009, and thereafter, Vacation Leave shall be as follows:

A. Employees shall receive vacation, with pay, according to the following schedule:

Upon being hired, an Employee will be credited with one vacation day for each month of anticipated service up to December 31. Employees hired on or before the 15<sup>th</sup> day of the month shall get credit for one vacation day for the month in which the employee is hired. Employees hired on or after the 16<sup>th</sup> day of the month shall not receive any vacation day credit for the month in which the employee is hired.

On January 1 of the 2<sup>nd</sup> through the 10<sup>th</sup> calendar years of service employees will be credited with thirteen (13) vacation days for the year.

On January 1 of the 11<sup>th</sup> through the 20<sup>th</sup> calendar years of service employees will be credited with nineteen (19) vacation days for the year.

On January 1 of the 21<sup>st</sup> calendar year of service and each January 1 thereafter employees will be credited with twenty-one (21) vacation days for the year.

B. Although vacation will be credited to employees for their use upon being hired and thereafter at the beginning of each calendar year, vacation is not earned until the employee works the complete calendar year. Therefore, upon separation from employment vacation will be prorated ((number of vacation days credited/12 months) X number of months worked) to determine the amount of vacation earned. Employees are responsible to reimburse the Township for any unearned used vacation upon separation from employment.

C. Vacation leave shall be taken in accordance with Paragraph A of this Article at such time as permitted or directed by the Department Head unless the Department Head, in

his/her sole discretion, determines and certifies that it cannot be taken because of pressure of work or other emergency situation. Vacation leave request shall not be unreasonable denied. If denied, the Department Head shall reduce to writing the reason(s) for the denial.

D. When in any calendar year the annual vacation leave or any part thereof is not granted and taken because of pressure of work or other emergency situation, such annual vacation leave or part thereof not granted and taken shall accumulate to the credit of the individual Employee and shall be taken during the next succeeding calendar year or it will be lost.

E. In accordance with this Article, on January 1, 2009, all current employees shall be credited with both earned vacation days from the previous year, and prospective vacation in accordance with this Article.

ARTICLE VIII

HOLIDAY LEAVE

A. Employees covered under this Agreement will be entitled to the following (13) thirteen holidays, with pay:

1. New Year's Day
2. Martin Luther King, Jr. (effective 2009, replaces Election Day)
3. Floating Holiday
4. Presidents' Day
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day (eliminate after 2008, replaced by MLK Day)
11. Veteran's Day
12. Thanksgiving Day
13. Friday after Thanksgiving Day
14. Christmas Day

B. Whenever any of the days herein enumerated can and shall fall on a Sunday, the Monday next following shall be deemed a public holiday.

C. Whenever any of the days herein enumerated can and shall fall on a Saturday, Employees shall be granted a holiday on the Friday immediately preceding the Saturday holiday.

D. Employees in the Division of Revenue in the titles of Senior Parking Meter Repairer as covered in Article VI, Section I who are required to work on any of the above holidays, shall be granted a compensatory day off.

E. The Floating Holiday shall be taken in the year earned. Requests for utilization of this day shall be submitted, in writing, to the Department Head at least forty-eight (48) hours prior to the day requested. The Township reserves the right to deny requests for the particular date of utilization if the Department Head, at his sole discretion, determines and certifies that it cannot be taken because of pressure of work or other emergency situations. Floating Holiday requests shall not be unreasonably denied. If denied, the Department Head shall reduce to writing the reason(s) for the denial.

F. Effective January 1, 2008, employees shall be released from work at 12:30 p.m. when Christmas Eve Day (December 24<sup>th</sup>) falls a Monday through Thursday and the employee reports to work that day (December 24<sup>th</sup>). Employees who are released early pursuant to this provision shall not be entitled to a lunch break.



ARTICLE IX

SICK LEAVE

Until December 31, 2008, Sick Leave shall be as follows:

A. No sick leave shall be granted to any temporary Employee for the first six (6) months of service from the date of temporary appointment. A temporary Employee shall earn and accumulate one (1) day for each month, or major fraction thereof, of completed service thereafter.

B. From the date of permanent appointment each Employee shall earn and accumulate one (1) day of sick leave for each month, or major fraction thereof, of completed service up to and including December 31st following the date of permanent appointment.

C. For each year following the December 31st following the date of permanent employment, the Employee shall be granted fifteen (15) days sick leave for each calendar year thereafter. The amount of such sick leave not taken shall accumulate to the Employee's credit from year to year.

D. Sick leave may be taken, when needed, for the following purposes:

1. Personal Illness;
2. Exposure to contagious disease, and
3. Attendance upon a member of the Employee's immediate family seriously ill and which requires the care or attendance of such Employee. Such attendance shall be limited to a maximum of three (3) days. Immediate family is defined as:

mother, father, sister, brother, son, daughter, husband, wife, in laws (mother, father, sister, brother, son, daughter), stepparents, stepchildren, grandparents.

E. Employees who retire after twenty-five (25) years of service with the Township of Bloomfield will be paid at current salary figures of one (1) day's pay for every three (3) days of accrued sick leave, without limitation on the number of accrued sick leave days.

F. The Township will offer a buy-back of five (5) days sick time per year under the condition that ten (10) days would be removed from Employee bank in exchange for the five (5) day's pay and that five (5) days would be bought back only if no sick days had been used during the preceding year. If sick days are used, the amount that would be able to be bought back would be reduced by one (1) day for each sick day used. A minimum of fifteen (15) days or one year's accumulation of sick time would have to be maintained in the individual Employee's bank.

G. An employee who has been absent on sick leave for three (3) or more consecutive days may be required to submit acceptable medical evidence substantiating the illness. In addition, the appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

H. An employee who utilizes a sick leave day either the work day before or the work day after a holiday shall not be compensated for the holiday unless the employee provides a doctor's note for the sick leave day.

On January 1, 2009, and thereafter, Sick Leave shall be as follows:

A. New employees shall receive one sick day for the initial month of employment if they begin work on the 1<sup>st</sup> through the 8<sup>th</sup> day of the calendar month, and one-half of a sick day if

they begin work on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month, and no sick day credit if they begin work on the 24<sup>th</sup> day to the end of the month.

B. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days.

C. Sick leave may be taken, when needed, for the following purposes:

1. Personal Illness;
2. Exposure to contagious disease; and
3. Care of a seriously ill member of the employee's immediate family who requires the employee's care or attendance. Immediate family is defined as: mother, father, sister, brother, son, daughter, husband, wife, in laws (mother, father, sister, brother, son, daughter), stepparents, stepchildren, grandparents.

D. Although sick days will be credited to employees for their use upon being hired and thereafter at the beginning of each calendar year as described above, sick days are not earned until the employee works the complete calendar year. Thereafter, upon separation from employment sick days will be prorated ((number of sick days credited/12 months) X number of months worked) to determine the amount of sick days earned. Employees are responsible to reimburse the Township for any unearned used sick days upon separation from employment.

E. An employee who has been absent on sick leave for three (3) or more consecutive days may be required to submit acceptable medical evidence substantiating the illness. In addition, the Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable.

F. Employees who retire after twenty-five (25) years of service with the Township of Bloomfield will be paid at current salary figures of one (1) day's pay for every three (3) days of accrued sick leave, without limitation on the number of accrued sick leave days.

G. The Township will offer a buy-back of five (5) days sick time per year under the condition that ten (10) days would be removed from Employee bank in exchange for the five (5) day's pay and that five (5) days would be bought back only if no sick days had been used during the proceeding year. If sick days are used, the amount that would be able to be bought back would be reduced by one (1) day for each sick day used. A minimum of fifteen (15) days or one year's accumulation of sick time must be maintained in the individual Employee's sick day bank to utilize this provision.

H. An employee who utilizes a sick leave day either the work day before or the work day after a holiday shall not be compensated for the holiday unless the employee provides a doctor's note for the sick leave day.

**ARTICLE X**

**INJURY LEAVE**

Employees will be paid at the regular rate of pay during periods of work-connected disability due to illness, injury or recuperation therefrom, for a maximum period of one (1) year from the date of such disability, provided such Employee is incapable of performing his duties and that such disability is established by the Township Physician.

In the addition to the above, effective January 1, 2009, employees shall be entitled to up to one year of leave with full salary paid by the Township where the employee must care for themselves due to a disability, illness, injury or recuperation there from. The disability, injury or illness must be verified by a doctor and covered by the standards for serious health condition as established by the Family and Medical Leave Act. All accrued time (sick, vacation, personal, etc.) must be utilized before utilizing the one year paid leave. The leave will be granted in 3 month increments.

**ARTICLE XI**

**DEATH IN FAMILY LEAVE**

A. Leave of absence of five (5) consecutive working days one (1) of which must include either the day of death or day of the funeral, shall be granted to each employee upon the death of a member of the immediate family.

B. Immediate family for purposes of this Article is defined as: mother, father; sister, brother, son, daughter, husband, wife, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, stepparents, or stepchildren.

**ARTICLE XII**

**MILITARY LEAVE**

Military leave shall be granted in accordance with the provisions of all applicable laws.

**ARTICLE XIII**

**PERSONAL LEAVE**

A. All Employees covered under this Agreement who were hired prior to January 1, 1998 shall be entitled to three (3) personal leave days annually, without loss of regular pay, in addition to any other time off provided for in this Agreement. Requests for personal day leave shall be submitted, in writing, to the Department Head at least forty-eight (48) hours prior to the day requested. The Township reserves the right to deny requests for personal days if the Department Head, in his sole discretion, determines and certifies that it cannot be taken because of pressure of work or other emergency situation. Personal leave requests shall not be unreasonably denied. If denied, the Department Head shall reduce to writing the reason(s) for the denial.

B. Employees hired on or after January 1, 1998 shall be entitled to personal leave as follows:

1. After four (4) months of employment - one day
2. After eight (8) months of employment - two days
3. After twelve (12) months of employment - three days

C. Personal leave day shall not accumulate to the credit of the individual Employee from year to year and if not taken during the calendar year, shall be lost.

D. In the event an Employee is unable to take a personal leave day in the calendar year because of pressure of work or other emergency situation in accordance with paragraph A of this Article, such personal leave day shall be granted and taken immediately following such time of pressure of work or other emergency situation.



ARTICLE XIV

HEALTH, DENTAL AND PRESCRIPTION DRUG

Until December 31, 2008, Health, Dental and Prescription Drug benefits shall be as follows:

A. Health Insurance

1. The Township shall provide individual as well as family coverage where appropriate and reserves the right to change insurance plans and/or carriers or to self-insure so long as in the aggregate substantially comparable benefits are provided. All Employees shall have the option to choose the Traditional Plan or the Direct Access Plan. However, all employees that remain in the Traditional Plan after the next open enrollment period (anticipate to be November/December 2008) will be required to pay the cost difference between the Traditional and Direct Access based upon the employee's coverage (family, husband/wife, parent/child, parent/children, single, etc ).

2. Any increase in insurance costs for family coverage shall be borne equally by the Township and the employee. This subsection shall become effective upon inclusion of such language in all of the Collective Bargaining Agreements to which the Township is a party.

B. The Township agrees to pay the premium charges for certain eligible pensioners and their dependents covered under the Health Benefits Program, but not including survivors, if such Employees retired on a benefit based on twenty-five (25) years or more of service credited in the retirement system, but including Employees who retired on disability pensions based on fewer years of service credited in such retirement system.

C. The Township agrees to provide dental insurance coverage up to a maximum of \$550.00 per Employee. The difference between the Employer contribution and the actual cost shall be borne by the Employee.

D. The Township represents that it has negotiated with the Dental carrier and the rates for Dental have been frozen until June 30, 2009, at which time the Township will again negotiate with Dental Carriers to determine new rates.

E. Prescription Program

Employees agree to use the BeneCard Plan for their prescription drugs. Coverage under such Plan will be based upon the employee's status (family, husband/wife, parent/child, parent/children, single, etc.). The Benecard Plan provides for a co-payment for each prescription of \$5.00 for generic drugs and \$10.00 for name brands. The Township reserves the right to change plans and/or carriers or to self-insure so long as in the aggregate substantially comparable benefits are provided.

On January 1, 2009, and thereafter, Health, Dental and Prescription Drug benefits shall be as follows:

A. Health and Dental Insurance

1. The Township shall provide individual as well as family health insurance coverage to all employees. The Township reserves the right to change insurance plans and/or carriers or to self-insure so long as in the aggregate substantially comparable benefits are provided.

2. All Employees shall have the option to choose the Traditional Plan or the Direct Access Plan. However, all employees that remain in the Traditional Plan after the next open

enrollment period (anticipate to be November/December 2008) will be required to pay the cost difference between the Traditional and Direct Access based upon the employee's coverage (family, husband/wife, parent/child, parent/children, single, etc.). Furthermore, all Employees hired after January 1, 2009, will have to pay 15% of the Township's cost of providing their health benefits based upon the employee's coverage (family, husband/wife, parent/child, parent/children, single, etc.).

3. The Township agrees to pay the premium charges for retirees and their dependents, but not including survivors, if such employees retired after twenty-five (25) years or more of service credited in the retirement system with at least 10 years of service with the Township, and for employees who retired on disability pensions based on fewer years of service credited in such retirement system. Employees hired after January 1, 2009, will be required to pay 15% of the cost of this benefit.

4. The Township agrees to provide dental insurance coverage up to a maximum of \$550.00 per Employee. The difference between the Employer contribution and the actual cost shall be borne by the Employee. The Township reserves the right to change plans and/or carriers or to self-insure so long as in the aggregate substantially comparable benefits are provided.

5. The Township represents that it has negotiated with the Dental carrier and the rates for Dental have been frozen until June 30, 2009, at which time the Township will again negotiate with Dental Carriers to determine new rates.

#### B. Prescription Program

Employees agree to use the BeneCard Plan for their prescription drugs. Coverage under such Plan will be based upon the employee's status (family, husband/wife, parent/child, parent/children, single, etc.). The Benecard Plan provides for a co-payment for each prescription

of \$5.00 for generic drugs and \$10.00 for name brands. The Township reserves the right to change plans and/or carriers or to self-insure so long as in the aggregate substantially comparable benefits are provided.

ARTICLE XV

CLOTHING ALLOWANCE

A. The Township shall provide an annual clothing allowance in the sum total of Three Hundred and Fifty-Dollars (\$350.00) to the Parking Violations Officers, for the preceding calendar year, payable by February 1 of the subsequent year.

B. The Township shall provide an annual clothing allowance in the sum total of One Hundred and Fifty Dollars (\$150.00) to the Nurses and Dental Aides who are required to wear uniforms, for the preceding calendar year, payable by February 1 of the subsequent year.

C. The Township shall provide an annual clothing allowance in the sum total of Four Hundred Dollars (\$400.00) for the preceding calendar year, payable by February 1 of the subsequent year, to Employees in the following titles:

Building Maintenance Superintendent  
Building Maintenance Worker  
Laborer  
Lineman  
Senior Parking Meter Repairer  
Parking Meter Repairer  
Water Meter Reader  
Water Meter Reader & Inspector

D. The Township shall provide an annual clothing allowance in the sum of Four Hundred and Twenty-five Dollars (\$425.00) for the preceding calendar year, payable by February 1, of the subsequent year, to Employees in the following titles:

Senior Recreation Maintenance Worker

E. The clothing allowance shall be prorated for Employees who are employed by the Township on January 1st of the given year but have been employed for less than twelve (12) months prior to January 1st of the given year according to the following formula:

1. Upon completion of three (3) months' service - 25% clothing allowance.
2. Upon completion of six (6) months' service - 50% clothing allowance.
3. Upon completion of nine (9) months' service - 75% clothing allowance

F. The Township shall provide two (2) smocks per Employee per year to the Clerk-Typists assigned to the Maintenance Building.

ARTICLE XVI

CAR ALLOWANCE

A. A car allowance will be paid quarterly to certain Employees listed below who are required to provide their own vehicles in the discharge of their official duties with the Township, in accordance with the following schedule:

\$250.00 per quarter -

Senior Parking Meter Repairer  
Parking Meter Repairer  
Housing Inspector  
Recreation Program Coordinator  
Graduate Nurse  
Public Health Nurse

B. A car allowance will be paid quarterly, in the amount of one Hundred Fifty Dollars (\$150.00) to certain Employees in the positions listed below, who are required to provide their own vehicles in the discharge of their official duties with the Township:

Health Educator  
Social Work Specialist

C. A car allowance will be paid quarterly in the amount of one Hundred Thirty Dollars (\$130.00) to certain Employees in the positions listed below, who are required to provide their own vehicles in the discharge of their official duties with the Township:

Water Meter Readers

D. Effective January 1, 2008, employees covered by this Article may be reimbursed for tolls and mileage, at the IRS rate in effect at the time of reimbursement. Reimbursement shall be limited to actual expenses less the stipends set forth above. Reimbursement pursuant to this paragraph shall be contingent upon the submission of appropriate documentation.

ARTICLE XVII

LONGEVITY

A. For those Employees hired prior to November 15, 1993, a longevity program based upon the Employee's length of service with the Township of Bloomfield from the date of original appointment, provided there is uninterrupted service, shall be provided upon the following basis:

After five (5) years of service	-	2%
After ten (10) years of service	-	4%
After fifteen (15) years of service	-	6%
After twenty (20) years of service	-	8%
After twenty-five (25) years of service	-	10%

B. The longevity credit shall be automatic and shall be paid upon completion of the prescribed years of service.

C. There shall be no longevity service credit for the period an Employee is on leave of absence without pay.

D. Longevity pay shall be considered as together with base pay for pension purposes.

E. Longevity pay shall be paid with each earned bi-weekly salary check during the calendar year at the percentage of the Employee's regular permanent salary.

F. Any interruption of service due to a cause beyond the control of the Employee such as military service, injury in lieu of duty, sick leave, or other approved official leave of absence, with pay, shall be considered as service for the Township of Bloomfield for the purpose of determining the completion of said accumulated years of service with the Township of Bloomfield.



G. Longevity pay shall be paid notwithstanding the fact that an Employee of the Township is receiving the maximum salary provided in the regular salary ordinance.

H. The anniversary date of employment for purposes of this Article shall be the Employee's date of hire.

I. The longevity program is not provided to those Employees hired after November 15, 1993.

**ARTICLE XVIII**

**RETIREMENT**

Qualified Employees shall retain all pension rights under New Jersey Law.

**ARTICLE XIX**

**SALARIES**

The salary for all Employees covered by this Agreement is set forth in Schedule A attached hereto and incorporated as part thereof.

A. Employees in the unit will receive a four percent (4%) increase effective January 1, 2006.

B Employees in the unit will receive a four percent (4%) increase effective January 1, 2007.

C. Employees in the unit will receive a two percent (2%) increase effective January 1, 2008.

D Employees in the unit will receive a two and one half percent (2.5%) increase effective July 1, 2008.

E. Employees in the unit will receive a two and four tenths percent (2.4%) increase effective January 1, 2009.

F. Employees in the unit will receive a two and four tenths percent (2.4%) increase effective July 1, 2009.

G. Employees in the unit will receive a four percent (4%) increase effective January 1, 2010.

**ARTICLE XX**

**SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XXI**

**FULLY-BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. In accordance with law, during the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXII

TERM AND RENEWAL

This AGREEMENT shall be in full force and effect as of January 1, 2006 and, shall remain in effect to and including December 31, 2010. Collective negotiations for a successor Agreement shall be conducted by and between the parties in accordance with the then applicable statutes and rules and regulations of the Public Employment Relations Commission.

WHEREAS the parties have hereunto set the hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2008.

OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL UNION,  
LOCAL 32

TOWNSHIP OF BLOOMFIELD  
ESSEX COUNTY, NEW JERSEY

By: Allen Byron  
Allen Byron, Business Manager  
OPEIU Local 32

By: Raymond McCarthy  
Raymond McCarthy, Mayor  
Township of Bloomfield

By: Bill Sullivan  
Bill Sullivan, Business Representative  
OPEIU Local 32

By: Louise Palagano  
Louise Palagano, Administrator / Clerk  
Township of Bloomfield

By: Karen Lynch  
Karen Lynch, Shop Steward  
OPEIU Local 32

By: Kevin McGovern  
Kevin McGovern, Attorney  
OPEIU Local 32