

Contract No: 1036

F

A G R E E M E N T

between

THE TOWNSHIP OF BLOOMFIELD
ESSEX COUNTY, NEW JERSEY

and

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 32

January 1, 1992 through December 31, 1992

TABLE OF CONTENTS

<u>ARTICLE</u>		
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT RIGHTS	3
III	GRIEVANCE PROCEDURE	4
IV	NO STRIKE PLEDGE	9
V	DEDUCTIONS FROM SALARY	11
VI	HOURS OF WORK AND OVERTIME	12
VII	VACATION LEAVE	18
VIII	HOLIDAY LEAVE	21
IX	SICK LEAVE	22
X	WORK CONNECTED INJURY LEAVE	24
XI	DEATH IN FAMILY LEAVE	25
XII	MILITARY LEAVE	26
XIII	PERSONAL LEAVE	27
XIV	HEALTH, DENTAL, AND PRESCRIPTION DRUG	28
XV	CLOTHING ALLOWANCE	29
XVI	CAR ALLOWANCE	31
XVII	LONGEVITY	32
XVIII	RETIREMENT	34
XIX	SALARIES	35
XX	RETENTION OF BENEFITS	36
XXI	SEPARABILITY AND SAVINGS	37
XXII	FULLY BARGAINED PROVISIONS	38
XXIII	TERM AND RENEWAL	39
	SCHEDULE A - SALARIES	40

PREAMBLE

This Agreement is entered into this *14th* day of *December* 1992 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 ESSEX COUNCIL NO. 1/LOCAL 32 O.P.E.I.U., NEW JERSEY CIVIL SERVICE ASSOCIATION, (MUNICIPAL EMPLOYEES ASSOCIATION), (hereinafter called the Association).

ARTICLE I
RECOGNITION

A. The Township hereby recognizes the Association as the exclusive majority representative for all employees of the Township having the titles listed in Schedule A of this Agreement, within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1.1 et seq., but excluding seasonal employees and employees employed in the Mayor's Office, Administration, Personnel and Law Departments.

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. To the Executive Management and Administrative control of the Government and its properties and facilities and the activities of its employees;

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 take any disciplinary action permitted by law for good and just cause.

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.

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 interruption, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association 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:

GRIEVANCE PROCEDURE (Continued)

Step One:

(a) An aggrieved employee, the Association on behalf of an aggrieved employee or employees, or the Township shall institute action under the provisions hereof within ten (10) working 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 ten (10) working 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 Association 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 Association may appeal, in writing, the Department Head's determination to the Township Administrator within five (5) calendar days following the determination at Step Two.

GRIEVANCE PROCEDURE (Continued)

(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 Association 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 Association 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.

GRIEVANCE PROCEDURE (Continued)

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 Association.

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

5) The decision of the arbitrator shall be advisory in nature only and shall not be binding upon the Township and the Association.

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 Association 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.

GRIEVANCE PROCEDURE (Continued)

F. The Township reserves the right to file in writing a grievance on its behalf with the President of the Association 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 Association.

GRIEVANCE PROCEDURE (Continued)

F. The Township reserves the right to file in writing a grievance on its behalf with the President of the Association 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 Association.

ARTICLE IV

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the terms of this Agreement neither the Association 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), work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Employer. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, 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 Association will actively discourage and will take all affirmative steps which are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Employer.

NO-STRIKE PLEDGE (Continued)

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 Association 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 Association. 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 Association 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 Association shall furnish to the Employer written notice thirty (30) days prior to the effective date of such change and shall furnish new authorizations from its members showing the authorized deduction for each employee.

C. The Association will provide the necessary "check-off authorization" form and deliver the signed forms to the appropriate offices. The Association 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 Association to the Employer.

D. The Employer and the Association 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 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 9:00 A.M. to 5:00 P.M., with a one-hour lunch period, on each of the days from Monday to Friday, inclusive, from September 15 through June 14, each year, legal holidays excepted.

A.2. The hours of work for all full time employees in the public, administrative and executive business offices of the Township shall be 9:00 A.M. to 4:00 P.M., with a one-hour lunch period, on each of the days from Monday to Friday, inclusive, from June 15 through September 14, each year, legal holidays excepted.

A.3. 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 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

HOURS OF WORK AND OVERTIME (Continued)

Sanitary Inspector
Sanitary Inspector Trainee
Senior Bookkeeping Machine Operator
Senior Cashier
Senior Clerk
Senior Clerk Stenographer
Senior Clerk Typist
Senior Engineer
Senior Water Meter Reader and Inspector
Social Services Assistant (Typist)
Social Work Specialist
Social Worker (Police & Social Services)
Water Meter Reader
Water Meter Reader and Inspector

B.1. The hours of work for all full time employees in the Health Department shall be either 8:00 A.M. to 4:00 P.M. or 9:00 A.M. to 5:00 P.M., as directed, with a one-hour lunch period, on each of the days from Monday to Friday, inclusive, from September 15 through June 14, each year, legal holidays excepted.

B.2. The hours of work for certain full time employees in the Health Department shall be either 8:00 A.M. to 3:00 P.M. or 9:00 A.M. to 4:00 P.M., as directed, with a one-hour lunch period, on each of the days from Monday to Friday, inclusive, from June 15 through September 14, each year, legal holidays excepted.

B.3. Employees covered under this section shall be those in the following title: Dental Assistant.

C.1. The hours of work for all full time employees in the Police Department shall be five days per week, 9:00 A.M. to 5:00 P.M., from Monday to Saturday, as directed, each year, legal holidays excepted.

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

HOURS OF WORK AND OVERTIME (Continued)

D.1. The hours of work for all full time employees in the Recreation Department shall be 8:30 A.M. to 4:30 P.M., with a one-hour lunch period, on each of the days from Monday to Friday, inclusive, from September 15 through June 14, each year, legal holidays excepted.

D.2. The hours of work for all full time employees in the Recreation Department shall be 8:30 A.M. to 4:00 P.M., with a one-hour lunch period, on each of the days from Monday to Friday, inclusive, from June 15 through September 14, each year, legal holidays excepted.

D.3. 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, 9:00 A.M. to 5:00 P.M., with a one-hour lunch period, from Monday to Friday, inclusive, as directed, each year.

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 8:00 A.M. to 4:30 P.M., 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: Lineman.

HOURS OF WORK AND OVERTIME (Continued)

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 7:00 A.M. to 3:30 P.M., or 3:00 P.M. to 11:30 P.M. 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 Superintendent and Building Maintenance Worker.

H.1. The hours of work for all full time employees in the Recreation Department shall be 8:00 A.M. to 5:00 P.M., with a one-hour lunch period, on each of the days from Monday to Friday, inclusive, from September 15 through June 14, each year, legal holidays excepted.

H.2. The hours of work for all full time employees in the Recreation Department shall be 8:00 A.M. to 4:00 P.M., with a one-hour lunch period, on each of the days from Monday to Friday, inclusive, from June 15 through September 14, each year, legal holidays excepted.

H.3. Employees covered under this section shall be those in the following titles: Recreation Program Coordinator; 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 five days per week, either 7:00 A.M. to 3:00 P.M. or 8:00 A.M. to 4:00 P.M., with a one-hour lunch period, from Monday to Saturday, inclusive, as directed, each year.

HOURS OF WORK AND OVERTIME (Continued)

I.2. Employees covered under this section shall be those in the following titles: Senior Parking Meter Repairer; Parking Meter Repairer; Parking Meter Collector and Repairer.

J.1. The hours of work for all full time employees in the Animal Control Shelter shall be five days per week, 9:00 A.M. to 5:00 P.M., with a one-hour lunch period, from Sunday to Saturday, inclusive, as directed, each year.

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 (1-1/2) times the regular rate of pay. 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, H and J.

2080 hours - employees covered under Sections C, F, G, and I.

HOURS OF WORK AND OVERTIME (Continued)

L. Overtime hours 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

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.

VACATION LEAVE (Continued)

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 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.

VACATION LEAVE (Continued)

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.

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.

ARTICLE VIII

HOLIDAY LEAVE

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

- (1) New Year's Day
- (2) Lincoln's Birthday
- (3) Washington's Birthday
- (4) Good Friday
- (5) Memorial Day
- (6) Independence Day
- (7) Labor Day
- (8) Columbus Day
- (9) General Election Day
- (10) Veterans' Day
- (11) Thanksgiving Day
- (12) Friday after Thanksgiving Day
- (13) 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 and Parking Meter Repairer as covered in Article V, Section I who are required to work on any of the above holidays, shall be granted a compensatory day off.

ARTICLE IX

SICK LEAVE

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

SICK LEAVE (Continued)

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.

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. Town 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) days' 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.

ARTICLE X

WORK-CONNECTED 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.

ARTICLE XI

DEATH IN FAMILY LEAVE

Leave of absence of three (3) working days, with full pay, shall be granted to each employee upon the death of a member of the immediate family. Immediate family for purposes of this Article is defined as: mother, father, sister, brother, son, daughter, husband, wife, mother-in-law, father-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 shall be entitled to two (2) 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.

B. 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.

C. 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

A. The provisions of the existing State Health Benefits Program shall be maintained during the life of this Agreement.

The Association agrees to accept if and when the Township chooses a change from the present State Health Benefits Program to some other Self-funded or other health benefits program as long as the benefits are the same.

B. In accordance with Chapter 88, P.L. 1974, N.J.S.A. 52:14-17.38, the Township agrees to pay the premium charges for certain eligible pensioners and their dependents covered under the State 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. Effective January 1, 1992, 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.1. Effective January 1, 1990 employees agree to use the Major Medical Plan for Prescription Reimbursement. The Township shall reimburse employees for all prescription drugs immediately

after a receipt is submitted for payment and a Major Medical application is signed. Coverage will be for family, husband/wife, single or employee/child depending on employee's status. Employees are to sign over to Township any reimbursements received from Major Medical Carrier as soon as they are received.

2. If the Township fails to fulfill its obligations under Paragraph D during the term of this Agreement then the prescription plan in effect as of December 31, 1989 shall be reinstated. The Township also agrees to reimburse employees for all prescription drugs in accordance with Paragraph D(1) which are purchased during any waiting period until the plan is reinstated.

3. In the event this provision, in whole or in part, is determined to be invalid, the Township shall implement the same prescription drug plan which was in effect on December 31, 1989.

4. When employees present the receipt for reimbursement, they will be given the Major Medical application to complete and sign.

5. The employee shall complete the application and seal the application and prescription form in the envelope in order to preserve the confidentiality of the prescription forms.

6. The Township agrees that it will not insist on seeing the prescription form as a condition of reimbursement.

7. The Township will reimburse the employee in accordance with Article XIV (D) (1), upon presentation of the receipt and completion of the steps in Paragraph 5.

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 Aide 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

CLOTHING ALLOWANCE (Continued)

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 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 per quarter -

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

A car allowance will be paid quarterly, in the amount of \$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

A car allowance will be paid quarterly in the amount of \$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

ARTICLE XVII

LONGEVITY

A. 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 line 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.

LONGEVITY (Continued)

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.

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 hereof.

ARTICLE XX

RETENTION OF BENEFITS

Except as modified by this Agreement, all provisions of Municipal Ordinances applicable to Employees covered under this Agreement, shall remain in full force and effect during the term of this Agreement.

ARTICLE XXI

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 XXII

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 XXIII
TERM AND RENEWAL

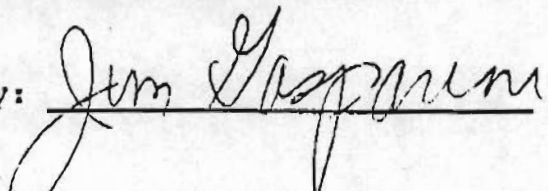
This AGREEMENT shall be in full force and effect as of January 1, 1992 and shall remain in effect to and including December 31, 1992. Collective negotiations for a successor Agreement shall be conducted by and between the parties in accordance with the then applicable statutes and rules and regulations of the Public Employment Relations Commission.

WHEREAS the parties have hereunto set their hands and seals this *14th* day of *December* 1992.

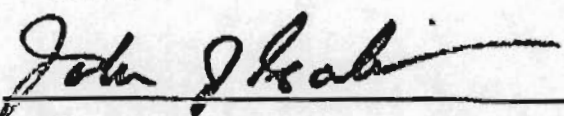
OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION
LOCAL 32
(MUNICIPAL EMPLOYEES ASSOCIATION)

TOWNSHIP OF BLOOMFIELD
ESSEX COUNTY, NEW JERSEY

By:  _____

By:  _____

Attest:  _____

Attest:  _____

DEC - 3-92 - 030 THO 11:21 TWP. OF BLOOMFIELD NJ

SCHEDULE A

SALARIES

A. The following salary ranges shall be fixed and paid as follows for full-time employees:

<u>Position Title</u>	<u>Salary Range Per Annum</u> <u>Effective</u> <u>January 1, 1992</u>	
Accounting Assistant	\$19,341	\$29,188
Accountant	20,638	30,864
Account Clerk	17,451	20,597
Account Clerk/Typing	15,966	23,328
Administrative Clerk Finance	20,638	30,864
Administrative Clerk Health	19,989	30,447
Administrative Secretary	19,989	30,447
Administrative Secretary/Deputy Registrar of Vital Statistics	19,989	30,447
Agency Aide	15,286	18,492
Animal Control Officer	21,486	32,073
Assistant Animal Control Officer	18,682	26,675
Assistant Engineer	27,565	42,365
Assistant Violations Clerk	15,966	23,328
Building Superintendent	23,240	27,282
Cashier	19,341	29,188
Clerk	14,684	21,677
Clerk Stenographer	15,966	23,328
Clerk Typist	14,684	21,677
Computer Operator	18,065	26,115
Computer Operator Trainee	15,966	23,328

SCHEDULE A - SALARIES (Continued)

<u>Position Title</u>	<u>Salary Range Per Annum</u>	
	<u>Effective</u>	
	<u>January 1, 1992</u>	
Data Control Clerk	\$14,684	\$21,677
Dental Assistant	14,836	22,895
Engineering Aide	18,141	27,936
Field Representative/Housing Rehabilitation	23,096	34,480
Graduate Nurse	19,827	28,573
Head Nurse	23,096	34,480
Health Educator	23,096	34,480
Housing Inspector	23,096	34,480
Leased Housing Specialist	14,684	21,677
Line Worker	21,504	32,887
Parking Meter Collector & Repairer	18,763	27,558
Parking Meter Repairer	18,763	27,017
Payroll Clerk	14,836	22,895
Plumbing Inspector (P/T)	14,889	
Police Records Clerk/Typing	15,966	23,328
Principal Accountant	23,096	34,480
Principal Account Clerk	19,989	30,447
Principal Clerk	15,966	23,328
Principal Clerk Stenographer	18,913	28,637
Principal Clerk/Typist	18,065	26,115

SCHEDULE A - SALARIES (Continued)

<u>Position Title</u>	<u>Salary Range Per Annum</u>	
	<u>Effective</u>	
	<u>January 1, 1992</u>	
Principal Engineering Aide	\$18,663	\$28,124
Principal Payroll Clerk	18,065	26,115
Public Health Investigator	23,096	34,480
Public Health Nurse	23,096	34,480
Recreation Maintenance Worker	18,763	27,558
Recreation Program Coordinator	20,411	28,077
Recycling Coordinator (P/T)	8,112	
Registrar of Vital Statistics	21,486	32,073
Sanitary Inspector	23,096	34,480
Sanitary Inspector Trainee	21,585	24,712
Secretary to Health Department	19,989	30,447
Senior Accountant	21,486	32,073
Senior Account Clerk	14,836	22,895
Senior Cashier	20,638	30,864
Senior Clerk	14,836	22,895
Senior Clerk Stenographer	18,065	26,115
Senior Clerk Typist	15,966	23,328
Senior Computer Operator	18,913	28,637
Senior Engineer	29,749	44,549
Senior Engineering Aide	20,920	31,527
Senior Parking Meter Repairer	19,177	28,978
Senior Payroll Clerk	15,966	23,328
Senior Recreation Maintenance Worker	19,989	30,447

SCHEDULE A - SALARIES (Continued)

<u>Position Title</u>	<u>Salary Range Per Annum</u>	
	<u>Effective</u>	
	<u>January 1, 1992</u>	
Senior Water Meter Reader & Inspector	\$19,177	\$28,978
Signal System Repairer	21,504	32,887
Social Service Assistant (Typing)	15,966	23,328
Social Work Specialist	29,749	44,549
Social Worker Police Social Services	25,799	35,242
Supervising Computer Operator	20,920	31,527
Supervising Engineering Aide	23,390	36,974
Time Keeper	15,966	23,328
Water Meter Reader	18,763	27,017
Water Meter Reader & Inspector	18,763	27,936
Word Processing Operator	18,913	28,637

B. The following salary ranges shall be fixed and paid as follows for hourly, full-time or part-time employees:

<u>Position Title</u>	<u>Salary Range Per Hour</u>	
	<u>Effective</u>	
	<u>January 1, 1992</u>	
Clerk Stenographer	\$8.78	\$12.82
Clerk Typist	8.06	11.89
Computer Operator	11.86	13.57
Data Control Clerk/Typing	8.06	11.89
Laborer	9.08	12.84

SCHEDULE A - SALARIES (Continued)

<u>Position Title</u>	<u>Salary Range Per Hour</u>	
	<u>Effective</u>	
	<u>January 1, 1992</u>	
Motor Vehicle Operator (Elderly & Handicapped-Persons)	9.39	10.51
Parking Violations Officer	7.54	10.38
Social Worker Specialist (Aging)	12.68	18.97
Graduate Nurse	10.89	15.70
Public Health Nurse	12.69	18.95

C. All employees hired after January 1, 1977 shall have a salary range of seven steps.

D. Employees covered under this Agreement terminating their services with the Township, shall be paid one-twelfth (1/12) of their annual salary for each complete month employed by the Township. Such employees working a part of a month shall be paid for the actual days worked in the final month of employment to be calculated at the rate of one tenth (1/10) of the bi-weekly salary multiplied by the actual number of days worked in the final month of employment.