

Contract NO: 1001

P

A G R E E M E N T

between

THE TOWNSHIP OF BLOOMFIELD

ESSEX COUNTY, NEW JERSEY

and

BLOOMFIELD MAINTENANCE FOREMEN'S ASSOCIATION

January 1, 1992 through December 31, 1992

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PREAMBLE

This Agreement is entered into this 15th 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 BLOOMFIELD MAINTENANCE FOREMEN'S ASSOCIATION (hereinafter called the Association).

ARTICLE I

RECOGNITION

The Township hereby recognizes the Association as the exclusive majority representative for all Foremen in the Maintenance Division of the Department of Public Works of the Township within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S. 34:12A-1.1, et seq.

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 interpretation, 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:

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

GRIEVANCE PROCEDURE (Continued)

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

GRIEVANCE PROCEDURE (Continued)

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 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 canceled 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 canceled 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

HOURS OF WORK AND OVERTIME

A.1. The hours of work for all full time employees in the Maintenance Division of the Department of Public Works shall be eight hours per day for a period of five days per week, with a one-half hour lunch period, from Monday to Friday, inclusive, legal holidays excepted.

A.2. The hours of work from October 1 through May 31 shall be 7:30 A.M. to 4:00 P.M.

A.3. The hours of work from June 1 through September 30 shall be 7:00 A.M. to 3:30 P.M.

B.1. For all work which any such employee may perform in excess of eight hours per day, compensation at the rate of time and one-half the hourly rate of pay shall be paid.

B.2. When any such employee shall work on Saturday or Sunday of any week, such work shall be compensated for at the rate of time and one-half the hourly rate of pay for such employee.

C. Work performed by employees on legal holidays shall be compensated for at the rate of time and one-half the hourly rate of pay for such employee in addition to the eight hours time paid for such holiday.

HOURS OF WORK AND OVERTIME (Continued)

D. 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.

E. The Association recognizes the obligation of employees to work emergency, scheduled, or casual overtime hours when requested by the Township. Overtime work shall be divided as equally as possible among employees performing a similar class of work, with due consideration to skill required.

ARTICLE VI

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 VII

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.

ARTICLE VIII

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. An employee who dies while still an active member of the Maintenance Division of the Public Works Department will have paid to his estate the following benefit at current salary figures: 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. Township offers 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 IX

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 X

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 XI

MILITARY LEAVE

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

ARTICLE XII

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. The coverage will be for family, husband/wife, single or employee/child, depending on the employee's status.

D.1. Effective January 1, 1991 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, 1990 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, 1990.

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 XII (D) (1), upon presentation of the receipt and completion of the steps in Paragraph 5.

E. The Township will provide compensation for medical care for job related/eye injuries and required eyeglasses replacement, provided that job performance was consistent with acceptable safety standards.

ARTICLE XIII

CLOTHING ALLOWANCE

A.1. The Township shall provide an annual clothing allowance in 1991, for the preceding year of 1990, in the sum total of Four Hundred Fifty Dollars (\$450.00), payable by February 1, 1991.

A.2. The Township shall provide an annual clothing allowance in 1992, for the preceding year of 1991, in the sum total of Four Hundred Fifty Dollars (\$450.00), payable by February 1, 1992.

B. The clothing allowance shall be paid to employees who are employed by the Township on January 1st of the given year and have been employed for twelve (12) months continuously prior to that date.

C. The clothing allowance shall be pro-rated 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 1 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.

ARTICLE XIV

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

LONGEVITY (Continued)

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.

ARTICLE XV

RETIREMENT

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

ARTICLE XVI

PERSONAL LEAVE

A. All employees covered under this Agreement shall be entitled to one (1) personal leave day 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 XVII

SALARIES

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

ARTICLE XVIII

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 XIX

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 XX

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 XXI

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 *15th* day of *December* 1992.

MAINTENANCE FOREMEN'S
ASSOCIATION

By: *Richard V. Martell*

Attest:

John D. Jannuzzi

TOWNSHIP OF BLOOMFIELD,
ESSEX COUNTY, NEW JERSEY

By: *Jim Gasparony*

Attest:

John B. Biele

SCHEDULE A

SALARIES

The following salary ranges shall be fixed and paid as follows:

<u>Position Title</u>	<u>Steps</u>	<u>Salary Range Per Hour</u> <u>Effective</u> <u>January 1, 1992</u>
<u>FOREMEN</u>		
Roads, Sewer, Greens,	1	\$11.35
Shade Trees, Water,	2	12.45
Office Services Manager,	3	13.51
Supervisor of Garage	4	14.60
Services	5	15.68
	6	16.76
	7	17.81
	8	18.38