

# **Agreement**

Between

The

**Township of Belleville**

and

**Belleville Municipal Employees  
Association-Office and  
Professional Employees  
International Union, (OPEIU)  
Local #32, AFL-CIO**

**January 1, 2011 through  
December 31, 2014**

## Preamble

**This Agreement**, made this *2nd* day of *April*, 20*12*, by and between the Township of Belleville, Essex County, New Jersey, and the Belleville Municipal Employees Association-Local #32, Office and Professional Employees International Union, (O.P.E.I.U.) AFL-CIO;

## Witnessed:

**Whereas**, the parties have carried on collective negotiations regarding wages, hours of work and other terms and conditions of employment for certain employees of the Township of Belleville; and

**Whereas**, the parties desire to embody the results of the collective negotiations in a written agreement;

**Now, Therefore**, in consideration of the mutual promises herein contained, the parties agree as follows:

\*\*\*\*\* see page 25 regarding Health Insurance\*\*\*\*\*

## **Article I- Recognition and Scope of Agreement**

**A.** The Township of Belleville (Hereafter "The Township") hereby recognizes the Belleville Municipal Employees Association- Local #32, Office and Professional Employees International Union, AFL-CIO (Hereafter "BMEA") as the exclusive representative for the purpose of collective negotiations with respect to all employees of the Township with the following exceptions:

- Township Clerk
- Township Chief Financial Officer (CFO-Treasurer)
- Township Attorney and Clerical/Staff members
- Municipal Court/Department Head
- Confidential Clerk/Secretary
- Personnel Clerk/Secretary
- All Department Heads
- L.I.U.N.A. Members
- F.M.B.A. Members
- P.B.A. Members
- Township Mayor/Council Members

**B.** When new titles or classifications of employees are created, and the new titles or classifications are within the unit description set forth in Paragraph A, the employees in the titles or classifications in question shall be covered by the terms and conditions of this Agreement. The BMEA shall henceforth be notified in writing by the Township of the creation of any such new titles or classifications.

**C.** This Agreement shall be effective from January 1, 2011, up to and including December 31, 2014, except that it shall be reopened prior to October 1, 2014, for the purpose of negotiating for the period subsequent to January 1, 2014, the following:

- Wages
- Fringes benefits
- Health Insurance
- Uniform Allowances
- Personal Leaves
- Emergency Call-In Time
- Vacations
- Overtime
- Payment for unused Sick Time
- Title inequities
- Termination
- Payment of increments
- Parity between Titles
- Life Insurance
- Dental Program
- Vision Plan
- Longevity
- Compensatory Time

**D.** This agreement shall be applicable to all employees in the BMEA represented by the Union as set forth herein.

**E.** Insofar as is permitted by law, the Township agrees to deduct dues and assessments from the pay of all employees. Dues and assessments so deducted shall be paid over to the properly designated Union Official monthly on a regular recurring basis. The Township shall supply, on a quarterly basis, at no cost to the Union, a list of bi-weekly membership deductions from the pay of all Union employees.



## **Article II – Management Rights**

- A. The Union recognizes that an area of responsibility must be reserved to management if it is going to function effectively. In recognition of this principle, it is agreed that the following responsibilities are not subject to collective negotiation; and management representatives of Township, unless specifically modified by any subsequent section of the Agreement, retain the exclusive right:
1. To the executive management and administrative control of the township government and its properties and facilities; to make all plans and decisions on matters involving operations;
  2. To hire all employees and subject to the provisions of law, determine their qualifications; to promote, transfer, assign or lay off employees to meet the needs of the Township.
  3. To determine the necessity of overtime and the amount of overtime required;
  4. To demote, suspend, discharge or take disciplinary action against employees in accordance with established procedures; and
  5. To determine the duties in any job classification.
  6. The Township reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective Township operations.
- B. The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth herein. The Township, therefore, retains all discretion, authority and prerogative not otherwise clearly and specifically limited by this Agreement.
1. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, and practices (Employee Manual) in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the constitution and laws of New Jersey and of the United States.

2. Nothing contained herein shall be construed to deny or restrict the Township and its rights, responsibilities and authority under **N.J.S.A. 40:1-1 et. seq** or any national, state, county or local laws or regulations
3. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights.
4. **All BMEA members who request help for a substance abuse problem prior to a random alcohol-drug testing shall be afforded help without punishment.**
5. Both the Township and BMEA in this agreement have negotiated under the "Township of Belleville's Controlled Substance and Alcohol Policy-'Safety-Sensitive' Employees' Random Drug and Alcohol Testing, a Zero-Tolerance for positive Drug Testing." A positive Random Drug test shall result in immediate termination from employment with the Township, subject to the Employee's right to a hearing, and not withstanding any language to the contrary in the employee manual.
6. With the exception of paragraph B. 4. Above, the Township agrees to continue to follow those personnel policies not articulated in this Agreement unless they are changed by ordinance.
7. Exceptions to the Random Drug/Alcohol Testing shall be all administrative, clerical staff, and or secretarial staff, shall not be part of the Random Drug/Alcohol Testing, with the exception of any of the above-mentioned titles who clearly perform safety sensitive functions. **(Public Safety Workers and All Employee's who drive town vehicles and operate machinery.)**
8. All BMEA members covered under this Agreement however will be Drug and Alcohol Tested when a "Reasonable Suspicion" has been established. Whereby a Zero-Tolerance Policy for positive drug testing shall result in immediate termination from employment with the Township, subject to the Employee's right to a hearing, and not withstanding any language to the contrary in the employee manual.
9. Any changes in personnel policies by the Township will first be discussed with the BMEA.



### Article III – Dues Deduction

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the BMEA. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, and N.J.S.A. (R.S. 52:14-15.9 (e)), as amended. Said funds together with records of any corrections shall be transmitted to the BMEA 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 BMEA shall furnish to the Township 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 BMEA will provide the necessary "check of authorization" form and deliver the signed forms to the appropriate offices. The BMEA shall indemnify, defend and hold the Township harmless against any and all claims, out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards submitted by the BMEA to the Township.
- D. The Township and the BMEA have negotiated concerning the subject of requiring the payment by all non-member employees in the unit to the majority representative of a representative fee for services rendered by the majority 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 BMEA by the Township.

## Article IV – Grievance Procedures

- A. A grievance shall be any violation of an employee or the BMEA with respect to wages, hours of work and other conditions of employment, or with respect to the application of the terms and provisions of this Agreement. Any suspension of an employee for a five (5) day period or more shall, be the subject of a grievance procedure by the employee, the BMEA or any other person acting on their behalf.
- B. Nothing in this Agreement shall be construed as compelling the BMEA to submit a grievance to arbitration or to represent an employee before the New Jersey Civil Service Commission/Commissioner. The BMEA decision to request the movement of any grievance at any step or to initiate or to terminate a grievance at any step, except Step 1 shall be final as to the interest of the grievant and the BMEA.
- C. Should there be any grievances by the employee or the BMEA, as defined in Paragraph A., the following grievance procedure may be used by the employee or the BMEA.

**Step 1-** The employee must present their grievance in writing to his immediate supervisor within thirty (30) calendar days of the event giving rise to the grievance. The supervisor shall meet with the grievant and discuss the grievance for the purpose of trying to resolve the matter informally. The supervisor shall notify the BMEA in writing of the date and time of such meeting and discussion, and the BMEA shall have, at its discretion, the right to attend and participate in the meeting and discussion. Within thirty (30) calendar days of the presentation of this grievance, a written response regarding the grievance shall be given by the supervisor to the employee and the BMEA.



**Step 2-** If no answer has been received by the BMEA within the time set forth in Step 1, or the grievance is not resolved to the satisfaction of the employee or the BMEA at Step 1, then Step 2 may be utilized. The grievance shall be reduced to writing and, if the BMEA believes there is merit to the grievance, it may be presented by the BMEA to the head of the department in which the grievance originated. The employee may process their own grievance at Step 2, provided that the BMEA, as an interested party, is notified by the employee and the Township of the grievance and of any meetings or hearings regarding the grievance and of any meetings or hearings regarding the grievance. The employee shall notify the BMEA of the hearing dates. The BMEA may have representatives present at any and all such meetings or hearings. A grievance which has been presented at Step 1 shall be presented by the employee or the BMEA to the head of the department within thirty (30) calendar days after submission of the grievance, a conference on the grievance will ensue which shall be attended by the grievant, the BMEA (If it so elects), the head of the department, and any other interested parties whose attendance is requested. The head of the department shall issue a written determination to the BMEA and the grievant within thirty (30) calendar days after the grievance has been received. If no such written determination is rendered within the time in question, the grievance or relief sought by the employee shall be deemed granted.

**Step 3 –** If the grievance is not resolved to the satisfaction of the BMEA at Step 2, the grievance may, if the BMEA believes there is merit to it, be presented in writing by the BMEA to the Township Manager. The employee may process their own grievance at Step 3, provided the BMEA, as an interested party, is notified by the employee and the Township of the grievance and of any meetings or hearings regarding the grievance. The BMEA may have representatives present at any and all such meeting and hearings. The Township Manager shall give the BMEA the grievant a final written decision on the grievance within thirty (30) calendar days after the receipt of it. If no such written decision is rendered within the thirty (30) calendar days, the relief sought by the employee shall be deemed granted.

D. The same procedure shall be followed for group grievances as may be provided for individual grievances.

## **Article V – Mediation**

- A. If a grievance is not settled under Article IV, such grievance may, at the request of the BMEA, be referred to the State Board of Mediation for the selection of a mediator according to its rules within thirty (30) calendar days of the Step 3 determination. The BMEA may, at its discretion, determine those grievances which it will submit to mediation.
  
- B. The decision of the mediator shall be a final and binding determination on the parties regarding any of the matters referred to in this agreement. The expenses of such mediation shall be borne equally by the Township and the BMEA.
  
- C. The Mediator appointed under the above-mentioned procedures shall render their decision within thirty (30) calendar days after hearing the matter.



## **Article VI – Time off for Grievance Hearings**

- A. The Township shall permit Shop-Stewards of the BMEA Grievance Committee (Not to exceed five) to conduct the business of the Committee (Committee), which consists of conferring with the employees of the Township on grievances and related matters in accordance with the grievance procedure set forth herein, during the duty hours of the members of Committee, without loss of pay. Employees who are the subject of the grievance and witnesses shall be permitted to confer with the members of the Committee during duty hours, without loss of pay. The conference time provided for shall be reasonable and shall under no circumstances exceed two (2) hours per grievance.
- B. All grievance conferences, hearing and meetings shall take place during duty hours. BMEA representatives, employees and witnesses shall be granted time off with pay for the purpose of attending such conferences, hearings and meetings.
- C. The BMEA representative(s), the Township representative(s) and the grievant have the right to examine or cross-examine the witness(es) who appear at any step of the grievance procedure and/or examine any document(s) pursuant to the Freedom of Information and Privacy Acts.
- D. The Township shall permit Shop-Stewards of the BMEA negotiating committee to attend collective bargaining negotiations during the duty hours of the members, without loss of pay, up to a limit of four (4) Shop-Stewards per meeting.
- E. Township shall permit two (2) members of the BMEA to conduct BMEA business relating to the administration of terms of this Agreement and other related BMEA business during duty hours, without loss of pay, provided the conduct of such business shall not seriously diminish the effectiveness of a department.

F. The Township shall grant the BMEA a total of Ten (10) leave days to be divided amongst their Shop-Stewards to attend Official BMEA Training.

G. The Township shall provide space to conduct BMEA business, upon written request to the Township Manager.



**Article VII – Disciplinary action with no right of appeal**

A. Any disciplinary action against employee(s) as to which there is no right of appeal to an impartial hearing examiner under the rules of Civil Service Commission/Commissioner, shall, at the option of the employee, be subject to appeal through the grievance procedure(s).

## Article VIII – Wages

A.

1. All new employees hired on or after **January 1, 2012**, covered on this agreement shall have to complete a full calendar year of employment before receiving their annual salary increases; excluding any step increases, which a BMEA member has earned or received.
2. All employees hired on or after **January 1, 2012**, shall receive their wages, sick time and vacation time increments on their anniversary date.

B.

1. **Effective January 1, 2011, through December 31, 2011**, all employees covered under this Agreement shall have their wages remain the same as their base salary for 2010, except for their eligible step-increase.
2. **Effective January 1, 2012, thru December 31, 2012** all employees covered under this Agreement shall receive a wage increase of **2%**.
3. **Effective January 1, 2013, thru December 31, 2013** all employees covered under this Agreement shall receive a wage increase of **2%**.
4. **Effective January 1, 2014, thru December 31, 2014** all employees covered under this Agreement shall receive a wage increase of **2%**.

## **Article IX – Longevity**

### A. Eligible Employees-

1. Employees hired prior to January 1, 1997, shall be entitled to longevity payments at a percentage of their base salary in the following manner:
  - 2.0% after the completion of Five (5) years\* of service
  - 4.0% after the completion of Ten (10) years\* of service
  - 6.0% after the completion of Fifteen (15) years\* of service
  - 8.0% after the completion of twenty (20) years\* of service
  - 10% after the completion of twenty-five years\* of service
2. The longevity payment shall be computed on the amount of base-salary of the employee, at the time he/she becomes eligible for longevity payment.
3. Employees hired on or after January 1, 1997, shall not be entitled to or receive longevity benefits.

B. \*Continuous Service

1. Longevity payments shall be computed from the date the employee was first employed or appointed as a full-time employee in the classified and/or unclassified service of the Township. Employees shall receive full credit for full-time service with the Township prior to the adoption of the Civil Service Commission in the Township providing that full-time service with the Township was continuous.

C. Non-Continuous Service

1. Employees shall receive full credit for full-time service with the Township that was not continuous either prior to or at the time of, or after the adoption of Civic Service Commission in the Township.

D. Exception

1. Employees shall be entitled to full credit for any and all service accumulated as a full-time employee in the service of another division or department in the Township prior to his/her appointment or transfer to his/her present full-time position.
2. Adjustments or increases in longevity payments shall become effective on the anniversary date of the full-time employment and/or appointment of said employee(s). The anniversary date shall be adjusted by any or all loss of time, regardless of the reason for any and all lost time that the employee was not actually paid for in money, either through the Township's payroll or the Township's Worker's Compensation carrier.



3. If said anniversary date falls between January 1<sup>st</sup>. and June 30<sup>th</sup>, the longevity payment shall become effective January 1<sup>st</sup>; if said anniversary date falls between July 1<sup>st</sup>, and December 31<sup>st</sup>, the longevity payment shall become effective July 1<sup>st</sup>.
4. Additional compensation of any nature, including overtime or payment for additional assigned duties, shall not be considered in computing the longevity payment
5. Any interruption of service due to a cause beyond the control of an employee, such as military service, injury in the line of duty, or illness shall be considered as service for the Township. Leave of absence without pay, loss of time due to disciplinary action, or loss of time due to exhaustion of sick or annual leave shall not be considered as service in determining the length of service under this plan.
6. Such additional compensation shall be paid notwithstanding the maximum salary heretofore provided for such office or employment and shall be paid at the same time and in the same manner as the salary or wage fixed pursuant to the ordinance, to which this ordinance is an amendment. Longevity payments shall not pertain to employees in part-time positions or services performed in part-time positions.
7. The longevity payments set forth in Paragraph A shall be subject to the terms of Municipal Ordinance No. 1984 dated May 23, 1977, for employees hired after December 31, 1984, all employees shall receive longevity benefits according to the existing longevity scale. Employees hired on or after January 1, 1997, shall not be entitled to or receive longevity benefits.

## Article X – Sick Pay at Retirement

- A. Employees retiring within the meaning of PERS (Civil Service Commission Regulations/Rules) shall be entitled to one-half (1/2) of all accumulated sick days, not to exceed one-half (1/2) of the employee's base salary.
- B. Employees hired after October 4, 1994, shall be entitled to one-half (1/2) of all accumulated sick days, not to exceed \$7,500.00.
- C. BMEA members covered under this Agreement upon retirement shall have their sick time prorated in their last year of employment on a monthly basis. For example, if a BMEA member is entitled to 12 sick days per year (1 day per month x 12=12) and decides to retire in May, then said member shall be entitled to five sick days (1 sick day per month x 5=5); one for each month, for a total of 5 sick days.
- D. All BMEA members covered under Section A. above upon retirement have the option to receive their accumulated sick leave time payout in three (3) annual installments on January 1<sup>st</sup> of each year or to receive it in one lump-sum. The Township shall not have to pay any interest on any and all balances during this three (3) year payout period.

**Article XI – Overtime, Holiday, Emergency Call, Standby Compensation**

- A. Employees covered by this Agreement shall be compensated at the rate of time and one-half for overtime hours accrued in excess of the normal hours of the established work day, and such hours and day of work shall not be changed except by mutual agreement of the department head and employee. An employee who is called back to work for overtime shall be guaranteed a minimum of four (4) hours of compensation whether or not four (4) hours are actually worked, said compensation to be at the rate of time and one-half.
  
- B. Holiday pay will be at time and one-half plus regular compensation
  
- C. Overtime, Standby-Time, Weekend-Time and Holiday-Time shall be given to regular department employees, provided said employees had worked two (2) Full days immediately preceding said overtime, standby-time, weekend-time, or holiday-time, or was on authorized leave.
  
- D. The Township reserves the right to eliminate Standby-Time in this unit.



- E. Employees who sign up for Standby-Time, shall be paid at a rate based on the following:

Starting Friday	4:00 p.m. to 11:00 p.m.
Saturday	8:00 a.m. to 11:00 p.m.
Sunday	8:00 a.m. to 11:00 p.m.

(Compensation shall be \$24 8 per employee for the entire weekend of time so specified)

- F. Preference for the distribution of overtime work shall be managed by the department head on a seniority basis.
- G. All Clerical and administrative employee's hours of work shall be 35 hours per week; Monday through Friday, with one-hour unpaid lunch. Employees may select their one-hour lunch period during the following hours:

**12:00 p.m. to 2:00 p.m.\***

**\* Exceptions- any requests for a permanent change to lunch schedule shall require approval by the Township Manager**

- H. Only BMEA members who are Department of Public Work's (DPW) Shop Stewards are to assist in the oversight of the Overtime Call-In List, in that it is followed in accordance to seniority and that all DPW BMEA members are to be called regardless of title; except in an emergency situation.



## Article XII – Uniform Allowance

- A. Only those employees assigned to the Department of Public Works, Water Meters Readers, Municipal Court Attendants, Construction Code Building Inspectors, Health Department Inspector and Nurses shall be entitled to uniform allowance to be paid during the first Thursday of July of each year of this Agreement. The funds so paid shall be used to purchase and maintain work clothing (Uniform), which is of good quality. The Uniform shall be regularly laundered and maintained by the employee at his/her expense. The Township may adopt reasonable regulations concerning the Uniform and the maintenance and wearing thereof.
1. Uniform Allowance shall also include safety shoes (Steel Tipped Safety Boots)
  2. Uniform Allowance Schedule:

2011	through	2014	
<u>Shoes</u>	and	<u>Uniform</u>	<u>Total</u>
\$125.00		\$475.00*	\$600.00
- \* No Uniform allowance increase for the life of the Agreement
- B. A Joint Uniform Committee of five (5) DPW Employees, along with the Township Manager and a member of the Township Department of Public Works Directors will be established to choose the type of uniform, etc., The Police Chief and Township Manager will establish Municipal Court Attendee's type of uniform. Construction Official and Health Director will establish Inspectors' type uniform.
- C. The Union may dispute the reasonableness of any regulation under this Article by filing a grievance of Step 3 within fifteen (15) days after notification of regulation.
- D. If you are receiving a Uniform Allowance you **must** be in Uniform at all times. Disciplinary action will be enforced if you fail to comply.

### **Article XIII – Automobile Allowance**

- A. Employees receiving an automobile allowance shall be paid at a rate of \$150.00 per month. The monthly allowances shall be received in the subsequent month after it is due (I.e., January's automobile allowance to receive no later than the end of February).
  
- B. All BMEA members receiving an automobile allowance shall be required to complete all the necessary New Jersey Division of Taxation and Federal Internal Revenue Service Tax Reporting, as is required by law.



## Article XIV – Medical and Dental Coverage

- A. The Township agrees to provide, and pay the premium for, Horizon Blue Cross/Blue Shield, and to provide, and pay for premium for Major Medical coverage for all active and retired BMEA members and their wives/husbands and their eligible dependent children. At the present time, Blue Cross/Blue Shield shall be the coverage plan. However, if other options are applied to the Union they shall have the right to negotiate. Premiums shall be paid for by the Township while an employee is out on temporary disability
- B. All BMEA members covered under this Agreement shall pay 1.5% percent of their base salary towards their health insurance costs to the Township, which shall be deducted on a bi-weekly basis.
- C. All BMEA members covered under this Agreement shall be responsible to comply with all pertinent New Jersey State Statutes, which may require and establish a payment schedule for their current health insurance coverage to meet the minimum/maximum requirement as per State Statutes.
- D. The Township may select any other insurance carrier or insurance plan to provide appropriate insurance coverage so long as the benefits are equal/similar to or better than the benefits currently provided.
- E. Plan Deductibles shall be as follows:
- Office visit Co-Pays **in network** shall be \$10.00 per visit
  - Out-of-Network for individual shall be \$100.00
  - Out-of-Network for family shall be \$250.00
- F. Employees can Option-Out (Opt-Out) at the beginning of each enrollment for a twelve (12) month period. The Township shall compensate any BMEA member according to State Statutes or Chapter 78 requirements. Said compensation shall be payable during the last pay period of the year. Any BMEA member, who elects to withdraw from the insurance program, may re-enter the program upon written request to the Township at any time. BMEA members opting in or out of the insurance program shall have their compensation prorated to reflect the effective time.



- G. All of the foregoing insurance coverage shall be continued for eligible dependent children. There shall be no double payment received by any Township employee, his/her spouse, or eligible dependent children, with respect to any benefits provided under this Agreement. The foregoing benefits shall continue after retirement.
- H. All BMEA members retiring after January 1, 1995, and who were hired by the Township prior to January 1, 2012, shall receive benefits for their dependents and themselves under the following conditions:
  - 1. Employed by the Township for fifteen (15) years and Sixty-two (62) years of age or have twenty-five (25) years of service in PERS.
  - 2. All BMEA members covered under this Agreement hired on or after January 1, 2012, shall have to complete twenty-five years of service in PERS to be eligible for the foregoing health benefits after retirement.
- I. Effective July 1, 2008, the Township shall implement a prescription plan with Five-Dollar (\$5.00) Co-Pay for generic drugs, and Twenty-Dollar (\$20.00) Co-Pay for brand name drugs. There is no Co-Pay for a Three (3) month mail order supply. All employees retiring after January 1, 1995, and who were hired prior to January 1, 2012, within the meaning of PERS with at least twenty-five (25) years of service or fifteen (15) years of service and age sixty-two (62) shall be entitled to the retiree prescription plan specified above.
- J. The Township shall provide each employee and their eligible dependents with a vision care plan, which will provide the following benefits once per person each twelve (12) months: eye examination and spectacle lenses. Frames shall be provided once every twenty-four (24) months.
  - 1. The Township agrees to reimburse BMEA members for the replacement of eye glasses broken on the job, not to exceed one (1) pair of eye glasses per year. (Maximum reimbursement of \$65.00 per employee) Reimbursement shall be made directly to the optometrist within thirty (30) days of the date of receipt of bill. Employees shall notify their supervisor within twenty-four (24) hours of breakage. If the supervisory verifies that the breakage was job related, he/she shall advise the department head of approval of reimbursement in writing within forty-eight (48) hours.

- K. The Township shall pay for a dental plan, Horizon Blue Cross/Blue Shield or for a plan that is equal to coverage provided. The amount shall be adjusted annually in an appropriate amount to continue the present benefits in force.
- L. The Township shall provide each BMEA member and their eligible dependents with a vision care plan, currently through VSP, which will provide the following benefits once per person each twelve (12) months; a full eye examination; prescription glasses, specifically lenses- single vision, lined bifocal and lined trifocal lenses and polycarbonate lenses for dependent children. Frames shall be provided once every twenty-four (24) months covered up to \$120.00; plus 20% off any out-of-pocket costs. Copays under this plan shall be as follows: Eye examination and Prescription glasses require fifteen (\$15.00) copay; Contacts- No copay applies. (Refer to VSP Plan guidelines)

Note: Out-of-Network Reimbursement Amounts:

- Eye Examination	\$45.00
- Single Vision Lenses	\$45.00
- Lined Bifocal Lenses	\$65.00
- Lined Trifocal Lenses	\$85.00
- Frame	\$47.00
- Contacts	\$105.00

- M. Upon retirement BMEA members shall not receive any dental or visionary insurance coverage from the Township.

**\*\*\*Contract will re-open ONLY if needed to amend the Health Insurance Policy that is in effect as long as Union members agree to it.\*\*\***



## Article XV – Temporary Disability Benefits

- A. Temporary Short-Term Disability- The Township agree to provide Short-Term disability for all BMEA members as follows:
1. Schedule of Benefits- This schedule shows the benefits that are available under the Group Policy (Metropolitan Life Insurance). All BMEA members (You) will only be insured for the benefits as follows:
    - For which You become and remain eligible;
    - Which You elect, if subject to election; and
    - Which are in effect at the signing of this Agreement.
  2. Disability Income Insurance for You: Short-Term Benefits
    - Weekly Benefit- **66.66%** *of the first \$432.00* of Your Predisability Earnings, subject to the INCOME WHICH WILL REDUCE YOUR DISABILITY BENEFIT section
    - *Maximum Weekly Benefit-* **\$288.00**
    - *Minimum Weekly Benefit-* **\$100.00**, subject to the Overpayments.
    - *Maximum Benefit Period-* **26 weeks**
- B. All BMEA members covered under this agreement, shall be covered under Worker's Compensation Law, Title 34:15-12, as follows:
- Effective January 1, 2012, all members covered under the Agreement, who have been out on a Worker's Compensation Leave for 365 days, will thereafter be compensated based on the following New Jersey Worker's Compensation Law. If an injured member is disabled for a period of more than seven (7) days, they will be eligible to received temporary total benefit, retroactive to the first day of lost time. The benefit will be paid at a rate of 100% for the first year 70% thereafter of the worker's average weekly wage, not to exceed the statutory maximum rate or fall below the statutory minimum rate established annually by the Commissioner of Labor and Workforce Development. These benefits are provided until the worker has returned to work, has reached maximum medical improvement, or has reached the statutory 400-week maximum. (See Appendix A.)



## **Article XVI- Life Insurance Coverage**

- A. The Township shall provide each employee covered under this Agreement during the period of his/her employment by and with the Township of Belleville, with a death benefit of \$10,000 funded either by life insurance or self insurance and payable to the estate of the employee or any designated beneficiary of the employee upon the employee's death. The forgoing insurance or death benefit shall be reduced to \$1,800.00 upon the effective date of the employee's retirement.
- B. All BMEA members hired on or after January 1, 2012, shall not be entitled to the reduced \$1,800.00 insurance or death benefit upon retirement.

## **Article XVII- Vacations**

- A. Vacations shall be as follows:
1. New hires shall earn one (1) working day's vacation for each month of service completed; upon reaching one year anniversary date.
  2. After one (1) year and up to employee's fifth (5) year anniversary date; Twelve (12) working days' vacation; available at anniversary date.
  3. After five (5) years and up to employee's tenth (10) year anniversary date; fifteen (15) working days' vacation; available at anniversary date.
  4. After ten (10) years and up to employee's Fifteenth (15) year anniversary date; twenty (20) working days' vacation; available at anniversary date.
  5. After fifteen (15) years and up to employee's twenty (20) year anniversary date; twenty-five (25) working days' vacation; available at anniversary date.
  6. After twenty (20) years employee's will be entitled to thirty (30) working days' vacation; available at anniversary date.
- B. All BMEA members who are in between vacation increase steps will receive their annual vacation allotment for their current step on January 1<sup>st</sup>.
- C. All BMEA members with 25 years of service or more shall receive their annual vacation allotment on January 1<sup>st</sup>.
- D. Whenever a BMEA member dies having to his/her credit any annual vacation leave, it shall be paid to his/her estate.
- E. BMEA members covered under this Agreement who desire to carry any unused portion of their prior calendar year's allotted vacation time accrued, accumulated or earned into the following calendar year shall present their request in writing to the Township Manager. The Township Manager may or may not grant approval in accordance with State and Federal Statutes. It is the Township Managers prerogative to grant this time according to staffing needs.

## Article XVIII- Holidays

A. The days hereafter listed shall be considered legal holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day (Presidential only)
11. Veteran's Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. One-half day Christmas Eve
15. Christmas Day
16. One-half day New Year's Eve

B. If a holiday falls on a Saturday, it shall be observed on the Friday before. If a holiday falls on a Sunday, it shall be observed on the Monday following.

C. BMEA members shall not be paid for holiday leave unless they work the last day prior to the holiday and the first work day after the holiday, unless such member is on an approved leave.

D. BMEA members shall be entitled to a one (1) Floating Day, to be used within the calendar year earned. It shall not be carried into the following year.



## **Article XIX- Bereavement Leave**

- A. Each BMEA member shall be granted, upon approval of the Township Manager, time off with pay, not to exceed three (3) days, in the event of a death in the immediate family. However, upon request from the member, a reasonable extension of time beyond three (3) days may be allowed by the Township Manager, were circumstances justify such action. The term "immediate family" means, spouse, child, foster parent, foster child, mother, father, mother-in-law, father-in-law, grandmother, grandfather, grandchild, sister, brother, brother-in-law, sister-in-law, aunt, uncle and domestic partner of employee. It shall also include blood relatives and legal dependent of member residing in the member's household.

## **Article XX – Personal Days-Compensation Days**

- A. Each BMEA member shall be entitled to three (3) Personal Days annually without loss, of pay in addition to any other time off provided for, in this Agreement, with the exception of new full-time employees, who shall during their first year of employment earn one (1) personal day upon the completion of a four-month period for a total not to exceed two (2) Personal Days, provided the following condition have been fulfilled; all requests to use a Personal Day (s) shall require department head notification, which shall be approved unless an immediate or existing emergency exists, which would not allow such approval due to manpower needs and/or shortages. Personal Day(s) shall not be accumulated from year to year. ***(Use it or lose it...)***
  
- B. Compensatory Time accumulated after January 1<sup>st</sup>. of each year of this Agreement shall be used as needed. Upon the death of BMEA member, said member's officially authorized accumulated Compensatory Time balance shall be paid to said member's estate. Request for use of Compensatory Time shall be submitted in writing at least twenty-four (24) hours prior to the time requested, and subject to approval of the department head. Compensatory Time shall not immediately precede or follow the first or last day of an authorized vacation day. Compensation time earned may be used on an hour allotment basis if said member requests.
  
- C. Compensatory Time shall not be accumulated from year to year; it must be used in the year it is earned.
  
- D. All Compensatory Time shall be used or reimbursed to the member, at their present rate of pay no later than December 31<sup>st</sup>, of the year in which it was earned.

## **Article XXI - Work in Higher Rank**

- A. Employees shall receive pay for work in a higher classification(s) after fifteen (15) consecutive working days and holidays in the higher Classification(s), at first salary step for said position (Civil Service Title).
- B. The Township Manager shall have the authority to pay a member working in a higher classification(s) as noted in Section A. prior to the completion of the fifteen (15) consecutive days and holidays.

## **Article XXII - Subcontracting of Work**



- A. The Township shall have the right to subcontract work normally performed by BMEA members covered under this Agreement. The Township agrees to provide reasonable notice to the BMEA, so that it may have the opportunity to discuss and make suggestions about alternative solutions before hand; excluding emergency situations.

- A. The Township shall furnish a place of employment, which shall be reasonably safe and healthful for employees. The Township shall install, maintain and use such employee protective devices and safeguards, including methods of sanitation and hygiene and, where a substantial risk of physical injury is inherent in the nature of a specific work operation, shall also, with respect to such work operation, establish and improve such work methods as are reasonably necessary to protect life, safety and health of the employee(s) with due regard for the nature of the work required. The Township shall provide protection against the origin and spread of fire and shall provide for adequate general ventilation, lighting, air, emergency egresses, fire warning systems and safe elevator systems.
- B. The Township shall comply with the provisions of the Workers health and Safety Act of the State of New Jersey and regulations promulgated there under, with the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and regulations promulgated there under, and shall comply with the provisions of this Article in connection with the health and safety of employees. There shall be safety devices as required herein, and under the foregoing laws and regulations for the protection of employees.
- C. Employees shall not be required to work where conditions exist, which violate the provisions of this paragraph or violate health or safety laws, rules or regulations. Employee complaints of unsafe, unhealthful conditions shall be promptly investigated by the Township. Corrective action shall be taken, at the earliest time possible.
- D. The BMEA shall appoint two (2) members to the Joint Safety Committee.

- A. The Township shall permit the BMEA reasonable use of all bulletin boards located on the Township premises for posting notices concerning BMEA official business. The bulletin board space provided on each bulletin board will minimally approximate 30" by 30" inches or the equivalent. The Union shall, during working hours, and at no loss of pay, be permitted to place and remove BMEA material on such bulletin boards. Due to limited space, above-mentioned bulletin board space maybe shared with other organizations.



**Article XXV – Access to Non-Employees for Union Activity**

- A. The New Jersey Civil Service Commission, PERC, and BMEA representatives who are not employees of the Township shall be permitted during working hours, after advising the Township Manager, to enter the premises of the Township for the purpose of conducting BMEA activity, provided such activity does not unreasonably interfere with the performance of the affairs of the Township.

## **Article XXVI – Meeting Places**

- A. Where space is available, the Township shall make available to the BMEA, during lunch hours, breaks or other off-duty hours, meeting places, at which the BMEA may conduct meetings of its members.

## **Article XXVII – Discrimination and Coercions**

- A. There shall be no discrimination or coercion by the Township against BMEA members because of race, creed, color, gender, age or national origin, or as a result of their membership or affiliation with the BMEA.



## **Article XXVIII – Maintenance of Benefits**

- A. Any and all existing employee benefits, including those benefits, which are set forth as policies, practices or working conditions, which are in effect on the effective date of this Agreement, shall remain in effect throughout the term of this Agreement. There shall be no permanent changes in work schedules without the consent of the respective department heads and affected BMEA member(s). This, however, shall not apply to changes in work schedules for emergent matters or for periods totaling less than two (3) months in duration. The BMEA must be notified prior to an agreement between the member and the department head of a change in work schedules. The provisions of municipal ordinances and resolutions and all New Jersey Statutes, rules and regulations, which set forth benefits relating to the members covered under this Agreement shall be maintained and continued during the term of this Agreement, at not less than the highest standards in effect on the effective date of this Agreement, unless otherwise required by such municipal ordinance(s) and resolution(s) and all New Jersey Statutes, rules or regulations.

## **Article XXIX – Employee Rights**

- A. Nothing contained in this Agreement shall limit or affect the rights and benefits of members covered under New Jersey's Civil Service Commission/Commissioner, PERC rules and regulations, or other laws, rules, or regulations. BMEA members may, at their option, pursue remedies, which are available pursuant to New Jersey's Civil Service Commission/Commissioner rules and regulations, or other laws, rules or regulations. Therefore, the Township recognizes and agrees that a Township non-uniform employee shall not be denied or refused representation by the BMEA when such member reasonably requests such representation.

## **Article XXX – Renewal of Agreement**

- A. Renegotiation concerning a new agreement shall commence no later than September 1, 2014.
  
- B. In the event negotiations continue after December 31, 2014, the terms and conditions of this Agreement shall continue in full force and effect until a substitute agreement is executed.



## **Article XXXI – Employee Records**

- A. The Township Manager, the Township's official Appointing Authority shall provide to each BMEA member covered under this Agreement a record of all past, present, and future vacation days, personal days, sick days and compensatory time, to be allowed to each member. Said information shall be provided to the BMEA member no later than the BMEA member's anniversary date.

## **Article XXXII – Savings Clause**

- A. If any provisions of this Agreement or the application of this Agreement to any person or circumstances shall be invalid, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.
  
- B. If any such provisions are invalid, the Township and the BMEA will meet for the purpose of negotiating changes made necessary by applicable laws.

## **Article XXXIII – Sick Leave**

- A. Both the BMEA and the Township recognize that sick leave is not a negotiated item and that all BMEA members covered under this Agreement shall be entitled to sick leave benefits as described in accordance with the Revised General Ordinances of the Township of Belleville and other provisions of law. Subject to such Revised General Ordinances and any amendments thereto, or other provisions of law, the benefits are defined as follows;
- B. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease, and for attendance of the employee upon the member of immediately family that is seriously ill;
- C. The minimum sick leave with pay shall accrue to any BMEA member on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days of every calendar year thereafter.
- D. Any amount of sick leave allowance not used in any calendar year shall accumulate to the BMEA member's credit from year to year to be used if and when needed for such purpose;
- E. Upon termination the Township Manager shall certify to the Department of Finance, Chief Financial Officer, the member's accumulated sick leave, which shall be made apart of the member's permanent record;
- F. A BMEA member who has been reemployed shall be credited with the total accrued sick leave, at the termination of his/her previous employment, providing he/she successfully completes their working test period in the position in which he or she has been reemployed.



- G. Sick leave credits shall continue to accrue while a member is on leave with pay. Sick leave credits shall not accrue while a member is on any leave without pay.
- H. If a BMEA member is absent for reasons that entitles him or her to sick leave, the Immediate Supervisor/Township Manager shall be notified promptly of the member's usual reporting time, except in those work situations where notice must be made prior to the member's starting time:
  - 1. Failure to so notify the Immediate Supervisor/Township Manager maybe cause of denial of the use of sick leave for the absence in question and may constitute cause for disciplinary action;
  - 2. Absence without notice for five (5) consecutive days shall constitute a resignation under 4A: 1-16.14, N.J.A.C., Civil Service Commission;
  - 3. A BMEA member who shall be absent on sick leave for five (5) consecutive days or more shall be required to submit acceptable medical evidence substantiating the illness and days absent from work.
- I. A BMEA member who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic or recurring nature; requiring recurring absences of one (1) day or less, in which case only one certificate substantiating said illness (es) shall be necessary for a period of six months.

- J. The Township Manager may require proof of illness of a BMEA member on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
  
- K. In cases when a BMEA member is on sick leave due to exposure to a contagious disease, a certificate from the department of health and treating physician shall be required.
  
- L. The Township Manager may require a BMEA member who has been absent because of personal illness, as a condition of their return to duty to be examined, at the expense of the Township, by a licensed physician designated by the Township Manager. Said examination shall establish whether the member is capable of performing their normal duties, and that their return will not jeopardize the health, safety, and well-being of other employees or the Township.

**Article XXXIV – Donated Leave Policy (Leave Program)**

- A. It is the policy of the Township of Belleville to permit BMEA members covered under this Agreement to voluntarily donate whole days of their sick leave and/or vacation leave, for use by other employees within the Township of Belleville, who have exhausted all accrued leave time due to catastrophic illness or injury, which necessitates the employee's prolonged absence from work, or is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic illness or injury.
  
- B. Employees who use donated leave will be treated for all purposes as if they were using their own accrued leave, and shall continue to receive full salary and benefits while they are on donated leave. Consultations have been held with affected employee representatives to advise them of this program and to encourage their support.
  
- C. An employee must meet the following criteria in order to be eligible to receive donate leave:
  - 1. The employee must have at least one year of continuous service with the Township of Belleville;
  - 2. The employee must have produced acceptable evidence of a catastrophic medical emergency that requires a prolonged absence from work and for which the employee has no availability of paid leave, or produce evidence that he/she is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury. Immediate family member(s), for the purpose of this policy, consists of parents, step-parents, spouse, children, step-children, foster children, brothers or sisters, grandparents, mother-in-law, father-in-law, or any relative of the employee who resides in the employee's household;



3. The employee must have exhausted all earned paid leave time, including compensatory time, time due, sick leave, vacation leave, administrative leave and personal days;
  4. Employees who have received donated leave under this policy program may continue to use those donated days beyond the termination of the policy;
  5. Employees must receive at least five donated days, to a maximum of 180 days.
- D. An employee, to be eligible to donate leave time to another employee, must meet the following criteria:
1. The employee may donate up to ten (10) days within a calendar year to any one recipient;
  2. The employee, following any donation, must have remaining to his/her credit at least ten (10) days of accrued sick leave if donating sick leave, or twelve (12) days of accrued vacation leave if donating vacation leave;
  3. The employee must not have solicited nor accepted anything of value for the donation;
  4. All donations shall not be given or used on a retroactive basis.
- E. The Township shall post the name of any eligible employee who will have exhausted all earned paid leave time within the employee's department only. This can be done only with the employee's consent. If the employee is unable to consent to this posting, the employee's family may, upon providing proper legal authority consent on his or her behalf. The Township shall require certification from one (1) or more physicians or other appropriate experts of the nature, severity and anticipated duration of the catastrophic medical emergency involved. The Township shall then post the name, and request for donation on a Township-wide basis. All donations of time shall be reviewed, processed and authorized by the Township Manager.
- F. A recipient may not participate in the Leave Program unless at least five (5) days have been donated to the recipient.

- G. All eligible employees may donate, within the prescribed limitations, only whole days of either sick leave or vacation leave, but may not donate more than ten (10) days to any one recipient within a calendar year.
- H. No one shall directly or indirectly intimidate, threaten, or coerce any other employee for the purpose of interfering with any right such employee may have with respect to contributing; receiving or using paid leave under the Leave Program. This shall include promises to confer any benefit (Such as appointment, promotion, or compensation) or effecting or threatening to effect any reprisal (Such as deprivation of appointment, promotions or compensation). Any employee who engages in the above-prohibited conduct shall be subject to disciplinary action.
- I. The donor's leave time shall be reduced by the number of days that are donated, and such reduction shall be entered on the employee's daily and monthly attendance records. The Township Manager shall be responsible for notifying the participating departments of the receipt of all donated leave time, utilizing the attached donor transfer form and of the need to reduce each participating employee's sick or vacation time.
- J. The eligible recipient employee's leave time shall be credited with the donated time. The employee's daily and monthly attendance records shall indicate the addition of the donated leave. The recipient may receive days from more than one donor, but may not use a total of more than 180 donated days. The Township Manager shall notify the department of the total number of days the employee is receiving.
- K. Should an employee return to work or terminate employment with donated time remaining, that time shall be returned to the donor(s) on a prorated basis in whole days. Any pro-ration that would amount to less than one (1) day per donor shall not be returned.

- L. The recipient employee, while using donated leave, shall continue to earn sick and vacation leave. If the earned sick leave is unused when the employee returns to work, all such earned time shall be retained by the recipient employee and credited to the employee's accrued sick leave time.
- M. An eligible employee who retires shall not be granted supplemental conversion on retirement for any outstanding sick days that are the result of donated leave.



## **Article XXXV – Fully –Bargained Agreement**

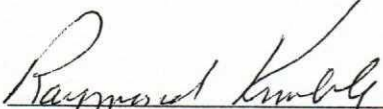
This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter,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

**Article XXXVI – Duration of Agreement**

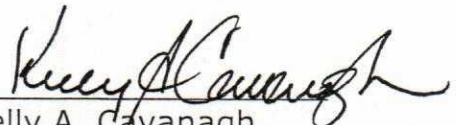
This Agreement shall be in effect January 1, 2011 and shall remain in full force and effect through midnight December 31, 2014.

**IN WITNESS WHEREOF**, the parties hereunto have affixed their hands and seals this, 2nd day of April, 2011. 2012


**Township of Belleville**

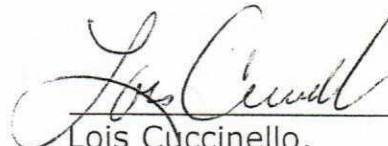
  
\_\_\_\_\_  
Raymond Kimble,  
Mayor

**Attest:**

  
\_\_\_\_\_  
Kelly A. Cavanagh,  
Township Clerk

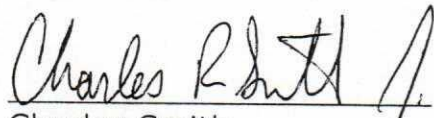
**Belleville Municipal Employees Association**

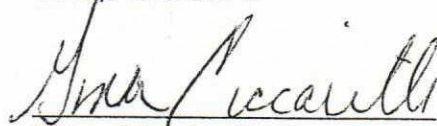
  
\_\_\_\_\_  
Mary Short, President  
Local #32 OPEIU,  
AFL-CIO

  
\_\_\_\_\_  
Lois Cuccinello,  
Secretary/Treasurer  
Local #32 OPEIU AFL-CIO

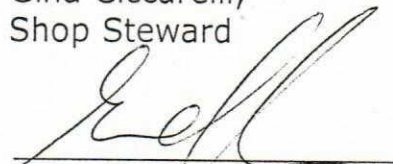
  
\_\_\_\_\_  
Robert Welter,  
Shop Steward

  
\_\_\_\_\_  
Louis Messano,  
Shop Steward

  
\_\_\_\_\_  
Charles Smith,  
Shop Steward

  
\_\_\_\_\_  
Gina Ciccarelli,  
Shop Steward

  
\_\_\_\_\_  
Warren Jones,  
Negotiating Committee

  
\_\_\_\_\_  
Gerard Masi,  
Negotiating Committee