



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 10/30/17 07:00 PM

2017 RESOLUTION UNION CONTRACT AGREEMENTS

APPROVAL OF MEMORANDUM OF AGREEMENT WITH INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 68 C&D

WHEREAS, the Township had an agreement that expired on December 31, 2015 with the International Union of Operating Engineers Local 68 C&D controlling certain terms and conditions of employment for the employees covered under the agreement; and

WHEREAS, the Township has negotiated a successor agreement covering the period of January 1, 2016 through December 31, 2018; and

WHEREAS, the International Union of Operating Engineers Local 68 C&D voted and its members ratified the changes as contained in the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor is hereby authorized to sign and the Clerk to attest and affix the seal of the Township of Bloomfield to an agreement between the Township of Bloomfield and the International Union of Operating Engineers Local 68 C&D for the period January 1, 2016 through December 31, 2018 as described in the attached Memorandum of Agreement which is hereby approved by the Township; and

BE IT FURTHER RESOLVED, that the Township Administrator is hereby authorized to sign the attached Memorandum of Agreement on behalf of the Township.

* * * * *

I do hereby certify that the funding will be legally appropriated per the above information for the purpose specified in the attached contract. Furthermore, it has been represented to me that the contracts have been processed in accordance with the applicable provisions of New Jersey Local Public Contract Law and the Code of the Township of Bloomfield.

APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH

DIRECTOR OF LAW-TOWNSHIP ATTORNEY



Chief Financial Officer

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on October 30, 2017.

Louise Palagano

Municipal Clerk of the Township of Bloomfield

ME Vya

Mayor of the Township of Bloomfield

✓ Vote Record -- Resolution						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopt						
<input type="checkbox"/> Deny						
<input type="checkbox"/> Withdrawn						
<input type="checkbox"/> Table	Jenny Mundell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Not Discussed	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> First Reading	Carlos Bernard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Table with no Vote	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Approve	Ted Gamble	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Veto by Mayor	Carlos Pomares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Discussion	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Defeated						
<input type="checkbox"/> Discussion No Vote						

AGREEMENT

BETWEEN

THE TOWNSHIP OF BLOOMFIELD
ESSEX COUNTY, NEW JERSEY

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 68 D

JANUARY 1, 2016 THROUGH DECEMBER 31, 2018

Prepared by:
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Scarinci Hollenbeck LLC
1100 Valley Brook Avenue
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(201) 896-4100

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PREAMBLE

This Agreement ("Agreement") is entered into this ____ day, _____ 2018,
by and between THE TOWNSHIP OF BLOOMFIELD, in the County of Essex, New Jersey, a
municipal corporation of the State of New Jersey (hereinafter referred to as the "Township" or the
"Employer"), and INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 68 D
(hereinafter referred to as the "Union.")

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ARTICLE I

RECOGNITION

The Township hereby recognizes the Union as the exclusive majority representative for all full-time employees 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.A. 34:13A-1,1, et seq., but excluding managerial executives, Public Works Superintendent (Maintenance), supervisors (Foreman) and part-time, temporary or seasonal employees,



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 not 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 qualifications 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.

C. The Union recognizes that all employees will be subject to random and other drug testing in accordance with the policies and procedures used for CDL holders, notwithstanding the fact that some employees covered by this Agreement do not hold, and are not required to hold, a CDL. Simply put, all employees covered under this Agreement are subject to random and other drug testing in accordance with the policies and procedures used for CDL holders.

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ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of the grievance procedure is to secure at the lowest possible level and in an efficient and timely fashion, equitable solutions to 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 or the Union on behalf of an individual employee or group of employees.

C. Steps of the Grievance Procedure

In order to guarantee timely and efficient solutions, the time limits set forth below for the grievance procedure will be strictly enforced, unless the time limits are extended by written mutual consent of the Township and the aggrieved employee. 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 written mutual consent:

The employee or representative must file a grievance in writing with the Township within fifteen (15) calendar days of the occurrence of the event that is being grieved. Failure to act within fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance and all rights to file a grievance shall be lost.



Step 1

Within five (5) working days of the receipt of a grievance by the Township, the aggrieved employee, the Union and the Department Head of the employee shall meet to resolve the grievance. If the aggrieved employee is not satisfied with the disposition of the grievance at the meeting with his/her Department Head, or if no meeting has taken place within (5) day of the filing, within ten (10) working days after filing the grievance, the aggrieved employee must notify the Township in writing of his/her desire to pursue said grievance through Step 2 or the grievance shall be deemed abandoned and all rights to grieve the issue shall be lost.

Step 2

Within five (5) working days of the notice to pursue Step 2, the Township Administrator, the aggrieved employee's Department Head, the aggrieved employee and the Union shall meet to resolve the grievance, The Township Administrator shall advise the employee of his/her decision in writing within five (5) working days of the meeting. Within eleven (11) working days of the notice to pursue Step 2, if the aggrieved employee is not satisfied with the disposition of the grievance, or if no decision has been rendered, or if no meeting has taken place, the aggrieved employee must notify the Township in writing of the employee's desire to pursue the grievance to Step 3 or the grievance shall be deemed abandoned and all rights to grieve the issue shall be lost.

Step 3

Within twenty-one (21) calendar days of the notice to pursue Step 3, the Mayor and Township Council shall render an opinion regarding the grievance in writing.

If the Union is not satisfied with the disposition of the grievance, or if no decision has been rendered within twenty-one (21) calendar days after the notice to pursue Step 3, the Union must submit the grievance to Arbitration with the New Jersey Public

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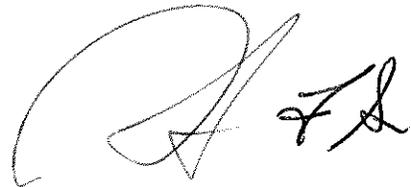
Employment Relations Commission (PERC) or the New Jersey State Board of Mediation within fifteen (15) working days or the grievance shall be deemed abandoned and all rights to grieve the issue shall be lost. Only the Union on behalf of an individual employee or group of employees can submit a grievance to Arbitration. The selection of the arbitrator shall be conducted in accordance with the rules and regulations of PERC or the New Jersey State Board of Mediation.

Grievances may only be submitted to arbitration when an arbitrator would have jurisdiction over the grievance because the grievance arises over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

The decision of the appointed arbitrator shall be final and binding upon the parties' subject to law. The cost of the arbitrator's fee shall be borne equally by the Union and the Township and all other expenses incurred by either side, including the presentation of witnesses, shall be borne by the side incurring the same.

The arbitrator's decision shall be in writing and shall set forth his/her findings of facts, reasoning and decision on the issue submitted. In deciding grievances, the arbitrator shall be without the power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement, the Township's rules, regulations, policies, procedures or federal, state, local law or administrative code provisions, or limiting or interfering in any way with the powers, duties and responsibilities of the Township. Only one (1) issue may be submitted to an arbitrator unless the parties agree otherwise.

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 Union files for arbitration. In the event the grievant pursues his remedies through Civil Service, the arbitration hearings, if any, shall be cancelled and the filing fees and expenses incurred by the Township and the Union shall be paid for by the Union.

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ARTICLE IV

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the terms of this Agreement neither the Union nor the 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 Union 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 Union 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.

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



ARTICLE V

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 one-half hour lunch period, from Monday to Friday, inclusive, legal holidays excepted.

A.2 The hours of work 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 at the rate of time and one-half the hourly rate of pay for such employee.

B.3 Work performed by employees when Town Hall is closed because a State of Emergency is declared by the Governor of the State of New Jersey shall be compensated at the rate of double time. The double time rate shall continue until Town Hall reopens or the State of Emergency is lifted, whichever comes first. Employees shall be paid their normal rate of pay if Town Hall is closed for any other reason, including, but not limited to, a declaration of emergency declared by County or Township officials. •

C. Work performed by employees on legal Federal Holidays shall be compensated at the rate of double time.

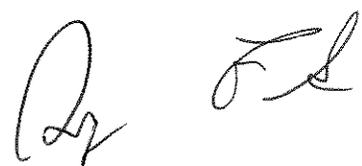
D. For "Call Back" to duty station from home for an emergency, employees are guaranteed "call back" overtime of three (3) hours even if the time worked is less than the amount credited.

E. The Union 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.

F. Employees have the right to receive compensatory time at the rate of 1 1/2 times the number of hours worked in lieu of overtime, Compensatory time earned under this section may be



used with the approval of the Department Head in one (1) hour increments, which will not be unreasonably withheld. Compensatory time cannot be taken without advanced notice. Under normal circumstances employees must give 24 hours' notice to use accumulated Compensatory time. However, employees can request to use compensatory time on the same day as the request as long as the request is made immediately upon reporting to work, it does not create overtime, and the Department Head approves the request after considering staffing, assignments and projects scheduled for the day. The maximum amount of compensatory time that an employee can accumulate and bank is twenty-six (26) working hours, for a maximum of thirty (39) hours of compensation time. Employees shall not be entitled to pay for any earned but unused compensation time upon separation from employment, If compensation time earned is not used before separation from employment it shall be lost. If any portion of this section is held to be contrary to laws the entire section shall be removed from this Agreement.

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ARTICLE VI

VACATION LEAVE

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

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

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

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

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

- B. The total years of service after permanent appointment shall be used in determining annual vacation leave.

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

D. Starting January 1, 2010 employees will only be allowed to carry over forty (40) earned vacation days to the following calendar year. Therefore, on January 1, 2010 and every January 1st thereafter, employees who have more than forty (40) earned vacation days shall lose all earned vacation time that exceeds forty (40) days.

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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) Dr. Martin Luther King Day
- (3) Presidents' Day
- (4) Good Friday
- (5) Memorial Day
- (6) Independence Day
- (7) Labor Day
- (8) Columbus Day
- (9) Veterans' Day
- (10) Thanksgiving Day
- (11) Friday after Thanksgiving Day
- (12) Christmas Day
- (13) Floating Holiday — requests for Floating Holiday must be made in writing to the Department Head at least twenty-four (24) hours in advance of the day requested.

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. All employees hired before September 31, 2013, shall receive three additional floating holidays every calendar year beginning 2011. No employee who is separated from employment for any reason shall be entitled to any payment for "unused floating holidays." The nine floating holidays given

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to the employees for 2011, 2012, and 2013 must be used by December 31, 2014, or they shall be lost. The 2014 floating holidays must also be used by December 31, 2014 or they shall be lost. Thereafter, all floating holidays must be used during the year in which they are earned or they shall be lost. These three floating holidays shall be earned at the rate of one (1) floating holiday for every four months of the calendar year. If any employee does not work the complete year, entitlement to these floating holidays shall be prorated. Although employees shall be entitled to use the floating holidays before they are "earned" if the employee separates from employment before the end of the year they will owe the Township for any used but unearned floating holidays. Floating holidays may only be taken upon 24 hours' notice, must be approved by the Department Head which approval shall not be unreasonably withheld, and shall not be approved if the request creates overtime.

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ARTICLE VIII
SICK LEAVE

A. New employees shall receive one sick day for the initial month of employment if the begin work on the 1st through the 8th day of the calendar month, and one-half of a sick day if they begin work on the 9th through the 23rd day of the month, and no sick day credit if they begin work of the 24th day to the end of the month.

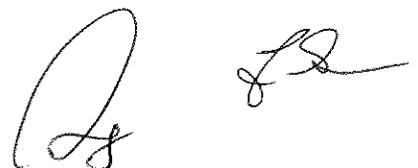
B. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days.

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

1. Personal illness;
2. Exposure to contagious disease; and
3. Care of a seriously ill member of the employee's immediate family, residing in the employee's home, who requires the employee's care of attendance.

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

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

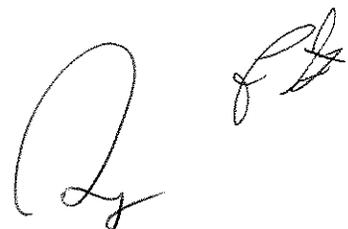


F. Employees who retire after twenty-five (25) years of service with the Township of Bloomfield will be paid at current salary figures of one (1) day's pay for every three (3) days of accrued sick leave, without limitation on the number of accrued sick leave days.

G. Township will offer a buy-back of five (5) days sick time per year under the condition that ten (10) days would be removed from Employee bank in exchange for the five (5) 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 for one (1) year's accumulation of sick time have to be maintained in the individual Employee's sick day bank to utilize this provision.

H. 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.

I. Any employee represented by this contract who is injured, ill or disabled from any cause, shall be granted leave with pay for a period not exceeding career total of one year provided that the examining physician, appointed by the Township, certifies to such injury, illness or disability. Such injury leave shall only be granted upon exhaustion of any sick leave, accumulated vacation leave or any other compensatory time off. Also, providing the approval and recommendation (based on the employee's sick and performance record) the Township Engineer, Township Administrator and final approval of the Mayor and Council.

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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.

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ARTICLE X

DEATH IN FAMILY LEAVE

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

B. Immediate family is defined as: mother, father, sister, brother, son, daughter, husband, wife, grandparents, grandchildren, step-children, stepparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, spouse's grandparents and spouse's parents.

C. A leave of absence of one (1) working day for the day of the funeral for aunt, uncle, niece or nephew.

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ARTICLE XI

MILITARY LEAVE

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

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ARTICLE XII

HEALTH, DENTAL AND PRESCRIPTION DRUG

A. Health and Dental Insurance

1. For Employees hired before September 31, 2013, the Township shall provide individual as well as family health insurance coverage to all employees, The Township reserves the right to change insurance plans and/or carriers or to self-insure so long as in the aggregate substantially comparable' benefits are provided.

Employees hired after September 31, 2013, shall be entitled to health benefits coverage, however, the Employees shall have to pay the Township's cost for any dependents that they want covered. The employees shall be entitled to the same level of coverage provided to other employees hired before September 31, 2013. If State or Federal Law requires the Township to provide coverage to the employee and any dependents (without allowing for the employee to pay for the full cost of coverage for the dependent as agreed to under this provision), the Township shall only be required to provide the basic minimum level of coverage as required by law to the employee and their dependents. In that case, any employee wanting additional coverage for the employee and their dependents will have to pay the Township the full amount of the cost difference between the basic minimum level of coverage and the desired level of coverage.

All employees hired after June 1, 2007 are required to pay 15% of the cost of any health benefit provided by the Township or any amount required by State law, whichever is greater. Furthermore, all employees regardless of date or hire are required to contribute to their health benefits costs as required by State Law.

2. All Employees hired as of June 1, 2007 shall have the option to choose the Traditional Plan or the Direct Access Plan. However, all employees that remain in the Traditional Plan after the next open enrollment period (anticipated to be August 2009) will be required to pay the cost difference between the Traditional and Direct Access based upon the employee's coverage (family, husband/wife, parent/child, parent/children, single, etc.).

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3. All Employees hired after June 1, 2007, will only have the ability to enroll in the Direct Access Plan and must pay 15% of the Township's cost of providing their health benefits based upon the employee's coverage (family, husband/wife, parent/child, parent/children, single, etc.).

4. For Employees hired before September 31, 2013, the Township agrees to pay the premium charges for retirees and their dependents, but not including survivors, if such employees retired after twenty-five (25) years or more of service credited in the retirement system with at least 10 years of service with the Township, and for employees who retired on disability pensions based on fewer years of service credited in such retirement system, Employees hired after June 1, 2007 will be required to pay 15% of the cost of this benefit. Employees hired after September 31, 2013, shall not receive the benefits outlined in this paragraph (4) and shall not be entitled to life time health benefits at retirement regardless of the length of service.

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

6. 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.

B. Prescription Program

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

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ARTICLE XIII

CLOTHING ALLOWANCE

A. Effective 2007, the Township shall provide an annual clothing allowance in the sum total of Six Hundred Fifty Dollars (\$650.00) payable by February 1st each year.

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 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.

D. It shall be the responsibility of the employees to adhere to the dress code and wear his/her uniform during working hours. Any employee who fails to wear the proper uniform during working hours shall be subject to discipline.

COMMERCIAL DRIVERS LICENSE

All employees hired after June 31, 2013, shall be required to have a CDL as a condition of employment.

All employees hired before June 31, 2013, who are not required to have a CDL based upon their job title and have or obtain a CDL shall receive \$50.00 per year as incentive to maintain the CDL. The incentive shall be paid every year (starting 2013) unless the employee accepts a position/title that requires a CDL, at which time the incentive will no longer be paid to the employee.



ARTICLE XIV

LONGEVITY

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

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

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

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

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

E. Longevity pay shall be paid with each earned biweekly 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.

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 the employment for purposes of this Article shall be the employee's date of hire.

Two handwritten signatures in black ink, one appearing to be 'R' and the other 'LS', located at the bottom right of the page.

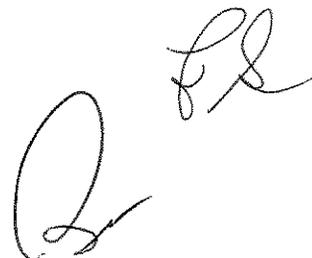
I. The longevity program is not provided to those employees hired after November 15, 1993.

Handwritten initials 'RL' and 'FB' in cursive script.

ARTICLE XV

RETIREMENT

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

A handwritten signature in black ink, consisting of a large, stylized initial 'Q' followed by a series of loops and flourishes.

ARTICLE XVI

PERSONAL LEAVE

A. New employees shall receive one personal leave day for each four months of anticipated employment up to December 31 of the first calendar year of employment. This amount shall not be prorated. Thereafter, on January 1 of each year, in anticipation of continued employment, employees shall be credited with 3 personal leave days.

B. Personal leave(s) 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.

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

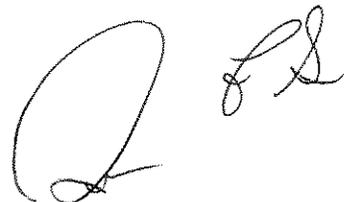
Two handwritten signatures in black ink are located in the bottom right corner of the page. The signature on the left is a large, stylized 'Q' with a long tail. The signature on the right is a smaller, more compact signature.

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. The salaries represent raises in the amount of 2% increase effective January 1, 2016, 2017 and 2018.

The salary guides for all titles shall reflect 12 equal steps between the salary ranges for all employees hired after January 1, 2014.

Handwritten initials, possibly 'Q' and 'PS', in black ink.

ARTICLE XVIII

RETENTION OF BENEFITS

A. 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.

Handwritten initials or signature, possibly "RS" or similar, located in the bottom right corner of the page.

ARTICLE XIX

SEPARABILITY AND SAVINGS

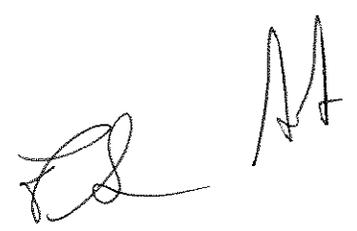
If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby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

Handwritten initials 'ES' and 'AA' in black ink, positioned in the lower right quadrant of the page.

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.

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ARTICLE XXI

TERM AND RENEWAL

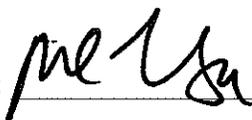
This AGREEMENT shall be in full force and effect as of January 1, 2016, and shall remain in effect to and including December 31, 2018. Collective negotiations for a successor Agreement shall be conducted by and between the parties in accordance with the then applicable statutes and rules and regulations of the Public Employment Relations Commission,

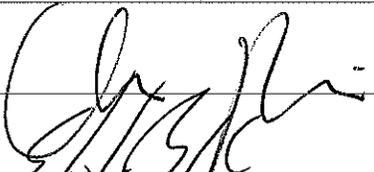
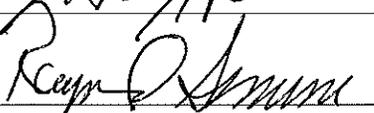
WHEREAS, the parties have hereunto set their hands and seals this _____ day of _____, 2018.

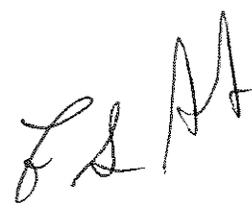
INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL 68

TOWNSHIP OF BLOOMFIELD
ESSEX COUNTY, NEW JERSEY

BY: 

BY: 



SCHEDULE A

**Township of Bloomfield
International Union of Operating Engineers Local 68
Salary Guide**

<u>Position/Title</u>	Effective January 1, 2016		Effective January 1, 2017		Effective January 1, 2018	
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Senior Mechanic	22.73	34.48	23.18	35.17	23.64	35.87
Senior Maintenance Repairer	22.73	32.24	23.18	32.89	23.64	33.54
Senior Water Repairer	22.73	32.24	23.18	32.89	23.64	33.54
Mechanic	22.49	32.24	22.94	32.89	23.40	33.54
Senior Tree Climber	22.49	32.24	22.94	32.89	23.40	33.54
Tree Climber	21.50	30.94	21.93	31.56	22.37	32.19
Equipment Operator	21.50	30.94	21.93	31.56	22.37	32.19
Equipment Operator/Mechanics Helper	23.06	32.24	23.52	32.89	23.99	33.54
Water Repairer	21.50	30.94	21.93	31.56	22.37	32.19
Maintenance Repairer	21.50	30.94	21.93	31.56	22.37	32.19
Maintenance Repairer (Low Pressure License)	21.15	30.24	21.58	30.85	22.01	31.46
Signal System Technician	22.54	34.48	22.99	35.17	23.45	35.87
Senior Signal System Technician	27.05	36.95	27.59	37.69	28.14	38.45
Senior Traffic Maintenance Worker	20.88	30.94	21.30	31.56	21.72	32.19
Water Meter Repairer	21.83	30.94	22.26	31.56	22.71	32.19
Equipment Operator/Water Repairer	31.80	35.05	32.44	35.75	33.09	36.46
Truck Driver	20.34	29.08	20.75	29.66	21.16	30.26
Public Works Repairer	20.31	28.40	20.71	28.96	21.13	29.54
Laborer	19.65	27.84	20.04	28.39	20.44	28.96