

11
16



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 05/04/15 07:00 PM

2015 RESOLUTION APPROVAL

OPEIU AGREEMENT

WHEREAS, the Township had an agreement that expired on December 31, 2014 with the Office & Professional Employees International Union Local 32 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, 2015 through December 31, 2017; and

WHEREAS, the Office & Professional Employees International Union Local 32 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 Office & Professional Employees International Union Local 32 for the period January 1, 2014 through December 31, 2017 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 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 May 04, 2015.

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

DIRECTOR OF LAW/TOWNSHIP ATTORNEY

Louise M. Paluzino

Municipal Clerk of the Township of Bloomfield

Me Vye

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 Withdrawn	Elias N. Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Table	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Not Discussed	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> First Reading	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Table with no Vote	Joseph Lopez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approve	Carlos Pomares	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Veto by Mayor	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Discussion					
<input type="checkbox"/> Defeated					
<input type="checkbox"/> Discussion No Vote					

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and executed this ____ day of _____, 2015, by and between Township of Bloomfield (the "Township") and the Office & Professional Employees International Union (the "Union").

WITNESSETH:

WHEREAS, the Township is the public employer of all full-time employees as referenced in the Collective Negotiations Agreement covering the period January 1, 2011 through December 31, 2014; and

WHEREAS, all such employees are represented for purposes of collective negotiations by the Union; and

WHEREAS, the parties have negotiated in good faith in agreeing to terms and conditions of employment covering Union members from January 1, 2015 through December 31, 2017; and

WHEREAS, the parties wish to memorialize those terms and conditions of employment governing the parties' labor relations for the aforesaid period of time.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable considerations:

1. All terms and conditions of employment contained in the parties' Agreement dated January 1, 2011 through December 31, 2014 shall remain in full force and effect, except as expressly modified herein.
2. The term of the new Agreement shall be January 1, 2015 through December 31, 2017.
3. The base salary cost for each step of the salary guides shall be increased by the following amounts:

Employees can move up the salary guide in regular fashion and get and across the board raises as follows:

- a. 1.5% increase effective January 1, 2015;
- b. 1.5% increase effective January 1, 2016; and
- c. 1.5% increase effective January 1, 2017.

Or all employees can remain frozen at their current salary step and receive across the board raises as follows:

- a. 2% increase effective January 1, 2015;
 - b. 2% increase effective January 1, 2016; and
 - c. 2% increase effective January 1, 2017.
4. Article VIII, paragraph F added. New Year's Eve for early dismissal with already present Christmas Eve Day.
 - 5.
 6. Article IX, Sick Leave, paragraph C3 add domestic partner/civil union (as defined and recognized by State Law).
 7. Article XV, increase clothing allowance by \$100.00 for water meter reader and water meter reader and inspector titles.
 8. Article XI Death in Family Leave: add 1 day to attend funeral for Aunts, Uncles, Nieces, and Nephews. Add domestic partner and civil union (as defined and recognized by State Law).
 9. Current employees shall also be credited with 9 additional personal days that must be utilized by December 31, 2017. This is a onetime credit of personal days only for current employees, employees hired after the memorandum of agreement is executed are not entitled to this credit. This provision shall expire on December 31, 2017, any personal days not used by that time shall be lost and this provision shall be automatically removed from the next contract negotiated between the parties.
 10. Contractual wording changes agreed to by the parties and those referred to in the Union proposal dated March 11, 2015.
 11. Salary guides for all employees hired on or after June 1, 2015, shall be 12 steps.
 12. Add the following language to the agreement: Employees hired on or after June 1, 2015, 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 June 1, 2015. 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.

13. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.
14. The Union conducted a ratification meeting and voted to accept the above contractual terms. Therefore, this Memorandum of Agreement shall be presented to the Township for approval. If accepted by the Mayor and Council a new contract will be drafted incorporating the new terms described herein.
15. It is agreed that neither party shall discriminate against, nor engage in any reprisals or support repercussions of any nature against any employee of the Township, officers, or members of the Union, or any individual or organization engaged in activities or in support of activities related to contractual negotiations.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

ATTEST:

Township of Bloomfield

WITNESS

ATTEST:

Office & Professional Employees
International Union, Local 32

WITNESS

AGREEMENT

between

THE TOWNSHIP OF BLOOMFIELD
ESSEX COUNTY, NEW JERSEY

and,

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 32

January 1, 2015 through December 31, 2017

Prepared By:

ALOIA LAW FIRM LLC
2 Broad Street, Suite 407
Bloomfield, New Jersey 07003
973-337-6626

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT RIGHTS	3
III	GRIEVANCE PROCEDURE.....	5
IV	NO-STRIKE PLEDGE	10
V	DEDUCTIONS FROM SALARY.....	11
VI	HOURS OF WORK AND OVERTIME	12
VII	VACATION LEAVE.....	14
VIII	HOLIDAY LEAVE.....	16
IX	SICK LEAVE	18
X	WORK-CONNECTED INJURY LEAVE.....	20
XI	DEATH IN FAMILY LEAVE.....	21
XII	MILITARY LEAVE	22
XIII	PERSONAL LEAVE.....	23
XIV	HEALTH, DENTAL AND PRESCRIPTION DRUG	25
XV	CLOTHING ALLOWANCE	27
XVI	CAR ALLOWANCE	28
XVII	LONGEVITY.....	29
XVIII	RETIREMENT	31
XIX	SALARIES.....	32
XX	SEPARABILITY AND SAVINGS	33
XXI	FULLY-BARGAINED PROVISIONS.....	34
XXII	TERM AND RENEWAL	35

PREAMBLE

This Agreement is entered into this ____ day of, April, 2015 by and between THE TOWNSHIP OF BLOOMFIELD, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Township" or the "Employer"), and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 32 (hereinafter called the "Union") and represents the complete and final understanding on all negotiable issues between the Township and the Union.

ARTICLE I

RECOGNITION

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

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

ARTICLE II

MANAGEMENT RIGHTS

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

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

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

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

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

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

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

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

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

ARTICLE III

GRIEVANCE PROCEDURE

A. Purpose

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

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

B. Definition

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

C. Steps of the Grievance Procedure

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

Step One:

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

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

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

Step Two:

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

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

Step Three:

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

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

Step Four:

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

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

Step Five:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

NO-STRIKE PLEDGE

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

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

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

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

ARTICLE V

DEDUCTIONS FROM SALARY

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

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

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

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

ARTICLE VI

HOURS OF WORK AND OVERTIME

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

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

- Account Clerk
- Administrative Clerk
- Administrative Secretary
- Cashier
- Clerk Transcriber
- Clerk Typist
- Engineering Aide
- Field Representative-Housing Rehabilitation
- Housing Inspector
- Senior Cashier
- Senior Clerk
- Senior Clerk Transcriber
- Senior Clerk Typist
- Senior Water Meter Reader and Inspector

In the computation of an Employee's regular hourly rate of pay, an Employee's base annual salary plus longevity shall be divided by 1820 hours

B. The hours of work for all full-time Parking Violations Officers in the Police Department shall be five days per week, eight (8) hours per day from Monday to Saturday, as directed, legal holidays excepted. In the computation of an Employee's regular hourly rate of pay, an Employee's base annual salary plus longevity shall be divided by 2080 hours

C. The hours of work for all full-time Employees in the Department of Public Works, Division of Electrical Services, shall be eight and one half (8½) hours per day, with a thirty-minute lunch period, from Monday to Friday, inclusive, throughout the year, legal holidays

excepted. In the computation of an Employee's regular hourly rate of pay, an Employee's base annual salary plus longevity shall be divided by 2080 hours

D. The hours of work for all full-time Water Meter Reader and Water Meter Reader/Inspector in the Department of Finance, Division of Revenue, shall be eight (8) hours per day, five days per week, as directed. In the computation of an Employee's regular hourly rate of pay, an Employee's base annual salary plus longevity shall be divided by 1820 hours

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

ARTICLE VII

VACATION LEAVE

Vacation Leave shall be as follows:

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

Upon being hired, an Employee will be credited with one vacation day for each month of anticipated service up to December 31. Employees hired on or before the 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. Although vacation will be credited to employees for their use upon being hired and thereafter at the beginning of each calendar year, vacation is not earned until the employee works the complete calendar year. Therefore, upon separation from employment vacation will be prorated ((number of vacation days credited/12 months) X number of months worked) to determine the amount of vacation earned. Employees are responsible to reimburse the Township for any unearned used vacation upon separation from employment.

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

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

ARTICLE VIII

HOLIDAY LEAVE

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

1. New Year's Day
2. Martin Luther King, Jr.
3. Floating Holiday
4. Presidents' Day
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Friday after Thanksgiving Day
13. Christmas Day

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

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

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

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

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

G. Employees shall be released from work at 12:30 p.m. when New Year's Eve Day (December 31st) falls a Monday through Thursday and the employee reports to work that day (December 31st). Employees who are released early pursuant to this provision shall not be entitled to a lunch break.

ARTICLE IX

SICK LEAVE

Sick Leave shall be as follows:

A. New employees shall receive one sick day for the initial month of employment if they begin work on the 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 on 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 the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days.

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

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

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

months worked) to determine the amount of sick days earned. Employees are responsible to reimburse the Township for any unearned used sick days upon separation from employment.

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

F. Employees who retire after twenty-five (25) years of service with the Township of Bloomfield will be paid at current salary figures of one (1) day's pay for every three (3) days of accrued sick leave, for a maximum payment of \$15,000.

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

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

ARTICLE X

INJURY LEAVE

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

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

ARTICLE XI

DEATH IN FAMILY LEAVE

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

B. Immediate family for purposes of this Article is defined as: mother, father; sister, brother, son, daughter, husband, wife, domestic partner/civil union (as defined and recognized by State Law), mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, stepparents, or stepchildren.

C. Leave of absence for one (1) which must be the day of the funeral shall be granted to each employee upon the death of an Aunt, Uncle, Niece or Nephew.

ARTICLE XII

MILITARY LEAVE

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

ARTICLE XIII

PERSONAL LEAVE

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

B. Employees hired during the calendar year shall be entitled to personal days on a prorated amount depending upon how many full months of work they will complete in their first calendar year.

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

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

E. Employees covered by this agreement and employed by the Township on April 13, 2015, shall be credited with 9 additional personal days that must be utilized by December 31, 2017, or the days shall be lost. This is a onetime credit of personal days only for current employees, employees hired after April 13, 2015, or employees who separated from their

employment before April 13, 2015, are not entitled to this credit. If an employee separates from employment before utilizing any of the 9 personal days they shall be lost and the employee shall not be entitled to payment for any unused personal days. This provision shall automatically be removed from the next contract negotiated between the parties.

ARTICLE XIV

HEALTH, DENTAL AND PRESCRIPTION DRUG

Health, Dental and Prescription Drug benefits shall be as follows:

A. Health and Dental Insurance

1. The Township shall provide individual as well as family health insurance coverage to all employees as provided for in this Article. 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 on or after June 1, 2015, 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 June 1, 2015. 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.

2. All Employees shall be provided health insurance under the Direct Access Plan. All Employees hired after January 1, 2009, will have to pay 15% of the Township's cost of providing their health benefits based upon the employee's coverage (family, husband/wife, parent/child, parent/children, single, etc.) or any amount required by the State, whichever is greater.

3. The Township agrees to pay the premium charges for retiree employees who were hired before October 12, 2012, and their dependents, but not including survivors, if such employees retired after twenty-five (25) years or more of service credited in the retirement system with at least 10 years of service with the Township, and for employees who retired on disability pensions based on fewer years of service credited in such retirement system. Employees hired after January 1, 2009, will be required to pay 15% of the cost of this benefit. All employees hired on or after October 12, 2012 shall not be entitled to life time health benefits at retirement regardless of the length of service.

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

B. Prescription Program

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

ARTICLE XV

CLOTHING ALLOWANCE

A. Effective 2016, the Township shall provide an annual clothing allowance in the sum total of Five Hundred Dollars (\$500.00) for the preceding calendar year, payable by February 1 of the subsequent year, to Employees in the following titles:

Water Meter Reader
Water Meter Reader & Inspector

B. 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.

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

ARTICLE XVI

CAR ALLOWANCE

Employees covered by this Agreement, and required to use their personal automobile for Township business shall be reimbursed for tolls and mileage, at the IRS rate in effect at the time of reimbursement. Reimbursement pursuant to this paragraph shall be contingent upon the submission of appropriate documentation.

ARTICLE XVII

LONGEVITY

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

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

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

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

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

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

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

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

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

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

ARTICLE XVIII

RETIREMENT

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

ARTICLE XIX

SALARIES

The salary for all Employees covered by this Agreement is set forth in the attached SALARY ORDINANCE , Ordinance ID# 4415, attached hereto and incorporated as part thereof.

The Ordinance should reflect the following increases:

- a. 2% increase effective January 1, 2015; and
- b. 2% increase effective January 1, 2016; and
- c. 2% increase effective January 1, 2017.

All employees shall receive a 2% salary increase on the dates referenced above. However, employees shall be frozen at their current step in the salary guide and shall not receive any step salary increase for the duration of this Agreement.

The salary guides for all employees hired on or after June 1, 2015, shall be calculated with 12 equal steps between the starting salary and maximum salary for the position. Employees shall move up the salary guide on an annual basis on the anniversary date of their hire. However, employees shall be frozen at their current step in the salary guide and shall not receive any step salary increase for the duration of this Agreement.

ARTICLE XX

SEPARABILITY AND SAVINGS

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

ARTICLE XXI

FULLY-BARGAINED PROVISIONS

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

ARTICLE XXII

TERM AND RENEWAL

This AGREEMENT shall be in full force and effect as of January 1, 2015 and, shall remain in effect to and including December 31, 2017. Collective negotiations for a successor Agreement shall be conducted by and between the parties in accordance with the then applicable statutes and rules and regulations of the Public Employment Relations Commission.

WHEREAS the parties have hereunto set the hands and seals this ____ day of April, 2015.

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION,
LOCAL 32

TOWNSHIP OF BLOOMFIELD
ESSEX COUNTY, NEW JERSEY

By: _____
Secretary Treasurer
OPEIU Local 32

By: MEY
Mayor, Township of Bloomfield

By: Mary Short
Business Representative
OPEIU Local 32

By: Luise P. Colegro
Clerk, Township of Bloomfield

By: Ellen Colby
Shop Steward
OPEIU Local 32



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldwpnj.com>

Meeting: 04/13/15 07:00 PM

2015 ORDINANCE AMENDMENT

**AN ORDINANCE TO AMEND TOWNSHIP OF BLOOMFIELD'S ORDINANCE
ADOPTING TITLES FOR EMPLOYEES AND FIXING SALARY RANGES**

BE IT ORDAINED by the Mayor and Council of the Township of Bloomfield, New

Jersey:

SECTION 1. Section 2 of an ordinance entitled "AN ORDINANCE ADOPTING TITLES FOR EMPLOYEES, FIXING SALARY RANGES THEREFORE, FIXING THEIR DUTIES AND QUALIFICATIONS AND FIXING SALARIES" as amended and supplemented, is hereby further amended and supplemented so that the same shall read as follows:

- A. The following positions are hereby created and established in the Civil Service of the Township of Bloomfield and opposite each title and position there is established the salary range for such position.

<u>TITLE</u>	<u>Effective</u>		<u>Effective</u>		<u>Effective</u>	
	<u>January 1, 2015</u>		<u>January 1, 2016</u>		<u>January 1, 2017</u>	
Accounting Assistant	41,355	62,409	42,182	63,657	43,026	64,930
Accountant	44,128	65,992	45,011	67,312	45,911	68,658
Account Clerk	37,315	44,038	38,061	44,919	38,823	45,817
Administrative Clerk - Finance	44,128	62,409	45,011	63,657	45,911	64,930
Administrative Secretary	42,739	65,104	43,594	66,406	44,466	67,734
Assessing Clerk	46,154	52,837	47,077	53,894	48,019	54,972
Assistant Violations Clerk	41,355	62,409	42,182	63,657	43,026	64,930
Building Superintendent	49,693	58,332	50,687	59,499	51,701	60,689
Cashier	41,355	62,409	42,182	63,657	43,026	64,930
Clerk	31,398	46,351	32,026	47,278	32,666	48,224
Clerk Transcriber	31,723	48,958	32,357	49,937	33,005	50,936
Clerk Typist	31,398	46,351	32,026	47,278	32,666	48,224
Code Enforcement Officer	52,420	77,729	53,468	79,284	54,538	80,869
Computer Operator	38,627	55,841	39,400	56,958	40,188	58,097
Electrical Sub Code Official (P/T)	31,837		32,474		33,123	
Engineering Aide	38,789	59,733	39,565	60,928	40,356	62,146
Field Representative/Housing Rehabilitation	49,388	73,729	50,376	75,204	51,383	76,708

	Meeting of April 13, 2015					
Ordinance (ID # 4366)						
Housing Assist. Tech.	49,388	73,729	50,376	75,204	51,383	76,708
Housing Inspector	49,388	73,729	50,376	75,204	51,383	76,708
Payroll Clerk	31,723	48,958	32,357	49,937	33,005	50,936
Plumbing Sub-Code Official (P/T)	31,837		32,474		33,123	
Principal Accountant	49,388	73,729	50,376	75,204	51,383	76,708
Principal Account Clerk	42,739	64,890	43,594	66,188	44,466	67,512
Principal Clerk	34,138	49,880	34,821	50,878	35,517	51,895
Principal Clerk/Typist	38,701	55,950	39,475	57,069	40,265	58,210
Principal Clerk Typist (DPW)	34,657	51,129	35,350	52,152	36,057	53,195
Principal Engineering Clerk	42,739	64,890	43,594	66,188	44,466	67,512
Principal Payroll Clerk	38,627	55,841	39,400	56,958	40,188	58,097
Recreation Program Coordinator	43,645	60,035	44,518	61,236	45,408	62,460
Senior Accountant	45,940	68,579	46,859	69,951	47,796	71,350
Senior Account Clerk	31,723	48,958	32,357	49,937	33,005	50,936
Senior Clerk Transcriber	40,442	61,232	41,251	62,457	42,076	63,706
Senior Clerk	38,627	55,841	39,400	56,958	40,188	58,097
Senior Clerk Typist	34,138	49,880	34,821	50,878	35,517	51,895
Senior Computer Operator	40,442	61,232	41,251	62,457	42,076	63,706
Senior Cashier	44,128	65,992	45,011	67,312	45,911	68,658
Senior Engineer	63,611	106,688	64,883	108,822	66,181	110,998
Senior Engineer Aide	45,328	71,649	46,235	73,082	47,159	74,544
Senior Housing Inspector	61,558	85,564	62,789	87,275	64,045	89,021
Senior Payroll Clerk	34,138	49,880	34,821	50,878	35,517	51,895
Senior Water Meter Reader & Inspector	41,003	61,960	41,823	63,199	42,660	64,463
Supervising Computer Operator	44,735	67,412	45,630	68,760	46,542	70,135
Tax Clerk	38,789	59,733	39,565	60,928	40,356	62,146
Technical Assistant to Construction Official	42,739	65,104	43,594	66,406	44,466	67,734
Water Meter Reader & Inspector	40,117	59,733	40,919	60,928	41,738	62,146

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

Clerk	17.23	25.48	17.57	25.99	17.93	26.51
Clerk Typist	17.23	25.48	17.57	25.99	17.93	26.51
Computer Operator	25.36	29.01	25.87	29.59	26.38	30.18
Motor Vehicle Operator (Elderly & Handicapped Persons)	20.07	22.47	20.47	22.92	20.88	23.38
Parking Violations Officer	16.16	22.21	16.48	22.65	16.81	23.11

SECTION 2. All employees hired before June 1, 2015, shall have a range of seven (7)

steps. All employees hired on or after June 1, 2015, shall have a range of twelve (12) steps."

SECTION 3. Employees covered under this Agreement terminating their services with the Township, shall be paid one-twelfth (1/12) of their annual salary for each complete month by the Township. Such employees working a part of a month shall be paid for the actual number of days worked in the final month of employment.

SECTION 4. All ordinance inconsistent herewith are hereby repealed.

SECTION 5. This ordinance shall take effect according to law.

* * * * *

I hereby certify that the above ordinance was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on .

Municipal Clerk of the Township of Bloomfield

Mayor of the Township of Bloomfield

✓ Vote Record - Ordinance						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopt						
<input type="checkbox"/> Deny						
<input type="checkbox"/> Withdrawn	Elias N. Chalet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table	Nicholas Joanow	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Not Discussed	Carlos Bernard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> First Reading	Wartyna Davis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table with no Vote	Joseph Lopez	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Approve	Carlos Pomares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Veto by Mayor	Michael J. Venezia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Discussion						
<input type="checkbox"/> Defeated						
<input type="checkbox"/> Discussion No Vote						

✓ Vote Record - Ordinance						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopt						
<input type="checkbox"/> Deny						
<input type="checkbox"/> Withdrawn	Elias N. Chalet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table	Nicholas Joanow	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Not Discussed	Carlos Bernard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> First Reading	Wartyna Davis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table with no Vote	Joseph Lopez	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Approve	Carlos Pomares	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Veto by Mayor	Michael J. Venezia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Discussion						
<input type="checkbox"/> Defeated						
<input type="checkbox"/> Discussion No Vote						