



Township Council  
1 Municipal Plaza  
Bloomfield, NJ 07003

Louise M. Palagano  
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 09/03/13 07:00 PM

**2013 RESOLUTION AGREEMENTS**

**AGREEMENT**

**WHEREAS**, the Township had an agreement that expired on December 31, 2010 with the Maintenance Foremen's Association 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, 2011 through December 31, 2015; and

**WHEREAS**, the Maintenance Foremen's Association voted and its members ratified the changes as contained in the attached Agreement.

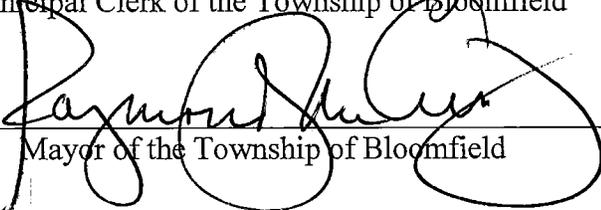
**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor is hereby authorized to sign and the Clerk to attest and affix the seal of the Township of Bloomfield to an agreement between the Township of Bloomfield and the Maintenance Foremen's Association for the period January 1, 2011 through December 31, 2015 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.

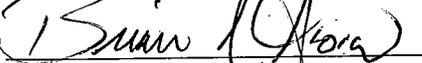
\* \* \* \* \*

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 September 03, 2013.

  
\_\_\_\_\_  
Municipal Clerk of the Township of Bloomfield

  
\_\_\_\_\_  
Mayor of the Township of Bloomfield

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

  
\_\_\_\_\_  
Director of Law - Township Attorney

✓ Vote Record - Resolution 2936						
		Yes/Aye	No/Nay	Abstain	Absent	
<input checked="" type="checkbox"/> Adopted						
<input type="checkbox"/> Adopted as Amended						
<input type="checkbox"/> Defeated	Elias N. Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Approved	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Approved by Consensus	Peggy O'Boyle Dunigan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Not Discussed	Bernard Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Tabled with No Vote	Raymond J. McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Discussed						
<input type="checkbox"/> Veto by Mayor						
<input type="checkbox"/> Approved No Vote						

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and executed this \_\_\_\_ day of July, 2013, 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 maintenance supervisors in the Department of Public Works as referenced in the Collective Negotiations Agreement covering the period January 1, 2007 through December 31, 2010; 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, 2011 through December 31, 2015; 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, 2006 through December 31, 2010 shall remain in full force and effect, except as expressly modified herein.
2. The term of the new Agreement(s) shall cover January 1, 2011 through December 31, 2015.
3. The base salary cost for each step of the salary guides shall be increased by the following amounts:
  - a. \$1.80 increase to the top step effective January 1, 2012
  - b. \$1.67 increase to the top step effective January 1, 2013
  - c. \$1.71 increase to the top step effective January 1, 2014
  - d. \$0.78 increase to the top step effective January 1, 2015

4. Work performed by employees on legal Federal Holidays shall be compensated at the rate of double time.
5. 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 time and a half (1 ½). The time and a half (1 ½) 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.
6. Article V, Hours of Work and Overtime shall be amended to read as follows: Employees have the right to receive compensatory time at the rate of 1 ½ 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-nine (39) hours of compensation time.
7. All employees hired after October 12, 2012, shall not be entitled to life time health benefits at retirement regardless of the length of service.
8. All employees hired after October 12, 2012, 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 October 12, 2013. However, 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 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.
9. Notwithstanding the changes contained in this Agreement, all employees hired after June 1, 2007, are be required to pay 15% of the cost of any health benefit provided by the Township or an amount required by the State law, whichever is greater. Furthermore, all employees regardless of date of hire are required to contribute to their health benefits costs as required by State Law.

10. The salary guides for all titles shall reflect 12 equal steps between the salary ranges.
11. Article X, paragraph C for death of nieces or nephew one day off.
12. 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.
13. All employees hired before June 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 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 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.
14. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.
15. 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.
16. 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

Louise A. Galano  
WITNESS

[Signature]

ATTEST:

Office & Professional Employees  
International Union, Local 32, Bloomfield  
Maintenance Supervisors

[Signature]  
WITNESS 8/15/13

Mary Short