

23



Township Council  
1 Municipal Plaza  
Bloomfield, NJ 07003

Louise M. Palagano  
Municipal Clerk

http://www.bloomfieldtwpnj.com

Meeting: 11/21/16 07:00 PM

**2016 RESOLUTION SALARY ADJUSTMENT**

**SIDE BAR AGREEMENT - DEPUTY CHIEF'S ASSOCIATION**

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 the Side Bar agreement between the Township of Bloomfield and the Deputy Chief's Association 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 November 21, 2016.

Municipal Clerk of the Township of Bloomfield

Mayor of the Township of Bloomfield

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 Withdrawn	Carlos Bernard	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

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

DIRECTOR OF LAW-TOWNSHIP ATTORNEY

**SIDE BAR AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF BLOOMFIELD**

**AND**

**BLOOMFIELD DEPUTY CHIEF'S ASSOCIATION**

The Township of Bloomfield ("Township") and the Deputy Chief's Association ("Association") (collectively referred to as the "parties") hereby enter into this Settlement Agreement on November 21, 2016 as set forth in the terms below.

**WHEREAS**, the Township and the Association were parties to a Collective Bargaining Agreement ("CBA"\_) cover the period from January 1, 2008 through December 31, 2011;

**WHEREAS**, Article XXI, entitled "Salaries," of the CBA provides that the training period will be paid in ninety (90) days;

**WHEREAS**, the parties entered into a Memorandum of Agreement ("MOA") in or around July of 2015 for a successor agreement for the period of January 1, 2012 through December 31, 2015 and the MOA did not change the "training period";

**WHEREAS**, the 2015 Ordinance Amendment issued on September 8, 2015 set forth the salaries of certain officers and members of the Association and included completion of Step 1 for Deputy Chief from October 1, 2012 to January 1, 2015 with the following language: "upon completion of a six month (180 day) officer training period at Step 1."

**WHEREAS**, the Association brought this matter to the Township and a meeting was held on November 2, 2016 to discuss the history and detail of the issue since neither the current labor counsel nor administrator was involved in the earlier action;

**WHEREAS**, both parties wish to resolve this matter without formal grievance procedure and for the continued good spirit of cooperation both currently enjoy;

**WHEREAS**, upon review of the Ordinance, the officer training period was modified from ninety (90) days to one hundred eighty (180) days;

**WHEREAS**, this change was not reflected in the MOA;

**WHEREAS**, the parties wish to enter into a Side Bar Agreement to fix this error;

**IT IS HEREBY AGREED**, by the parties, for the consideration set forth herein, as follows:

1. The Side Bar Agreement reflects that the language set forth in the Collective Bargaining Agreement in Article XXI "Salaries" and provides that the training period will be paid in ninety (90) days rather than one hundred eighty (180) days.

2. Deputy Chief Nelson was promoted on April 19, 2016 and was entitled to the training step increase on July 18, 2016. The Township agrees to provide Deputy Chief Nelson with the amount of equal to any and all back pay due as a result of the implementation of the 180 days instead of the 90 day training period.

3. The Association asserts that no other members are entitled to any back as a result of the implementation of the 180 days for the training step. The parties agree that all of the terms and conditions set forth in the MOA will remain intact.

4. The parties agree that this Side Bar Agreement is made without setting precedent.

**IN WITNESS WHEREOF**, the parties have executed this Side Bar Agreement by their duly authorized officers.

ATTEST:

Louise A. Galligan

TOWNSHIP OF BLOOMFIELD

[Signature]

ATTEST:

Antonia Mattia

DEPUTY CHIEF'S ASSOCIATION

[Signature]

ATTEST:

[Signature]

DEPUTY CHIEF NELSON

[Signature]