



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 08/10/15 07:00 PM

2015 RESOLUTION SALARY ADJUSTMENT

AGREEMENT - DEPUTY CHIEF'S ASSOCIATION

WHEREAS, the Township had an agreement that expired on December 31, 2011 with the Deputy Chief'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, 2012 through December 31, 2015; and

WHEREAS, the Deputy Chief's Association voted and its members ratified the changes as contained in the attached Agreement.

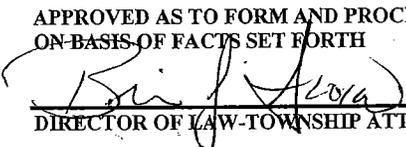
NOW, THEREFORE, BE IT RESOLVED, that the Mayor is hereby authorized to sign and the Clerk to attest and affix the seal of the Township of Bloomfield to an agreement between the Township of Bloomfield and the Deputy Chief's Association for the period January 1, 2012 through December 31, 2015 as described 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 August 10, 2015.

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



DIRECTOR OF LAW-TOWNSHIP ATTORNEY

Ruise Palagano
 Municipal Clerk of the Township of Bloomfield

Mezja
 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 checked="" type="checkbox"/>
<input type="checkbox"/> Withdrawn	Carlos Bernard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> First Reading	Carlos Pomares	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Table with no Vote	Michael J. Venezia	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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					

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and executed this ____ day of July 2015 by and between Township of Bloomfield (the "Township") and the Deputy Chief's Association (hereinafter "Union").

WITNESSETH:

WHEREAS, the Township is the public employer of all full-time Deputy Chiefs in the Fire Department as referenced in the Collective Negotiations Agreement covering the period January 1, 2008 through December 31, 2011; 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, 2012 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 consideration, the parties agree as follows:

1. All terms and conditions of employment contained in the parties' Agreement dated January 1, 2008 through December 31, 2011 shall remain in full force and effect, except as expressly modified herein.
2. The term of the new Agreement(s) shall cover January 1, 2012 through December 31, 2015.
3. The base salary cost for each step of the salary guides shall be increased by the following amounts:
 - a. 2% increase effective October 1, 2012;
 - b. 2% increase effective January 1, 2013;
 - c. 2% increase effective January 1, 2014; and
 - d. 1.75% increase effective January 1, 2015.

4. For employees hired after the execution of this Agreement and thereafter promoted into this bargaining unit, the cost of dependent health coverage shall mirror the cost of dependent coverage, based on date of hire, applicable to active employees in any future agreement between the Township and Bloomfield FMBA Local No. 19. Any language change negotiated with FMBA Local No. 19 regarding dependent health coverage shall be added to the Deputy Chief's contract in addition to this paragraph.
5. For employees hired after the execution of this Agreement and thereafter promoted into this bargaining unit, lifetime health coverage at retirement shall mirror the lifetime retiree coverage, based on date of hire, applicable to employees in any future agreement between the Township and Bloomfield FMBA Local No. 19. Any language change negotiated with FMBA Local No. 19 regarding dependent health coverage shall be added to the Deputy Chief's contract in addition to this paragraph.
6. The Township shall contribute \$550.00 for Dental insurance for all employees hired after August 1, 2011. Those employees shall be responsible for the difference between the Employer's contribution and the actual cost based upon the level of coverage the employee has selected; individual, parent/child, husband/wife, family, etc.
7. All employees shall contribute toward the cost of health benefits as provided for in Chapter 78, P.L. 2011 (approved June 28, 2011) Senate, No. 2937, and any other applicable State or Federal Law. Furthermore, all employees hired after October 1, 2011, shall be required to pay the higher amount of 15% of the cost of their health care benefits or any amount required under any State or Federal law or code. If the provisions of Chapter 78, P.L. 2011 or any other State law that requires the FMBA employees to make contribution for health benefits coverage are ever repealed, allowed to lapse, amended, altered, or ruled invalid by a court of competent jurisdiction for any reason, the Township shall also honor that State law or ruling.
8. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.
9. 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.
10. 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.

