



**Township Council**  
 1 Municipal Plaza  
 Bloomfield, NJ 07003

**Louise M. Palagano**  
 Municipal Clerk

<http://www.bloomfieldwpnj.com>

Meeting: 02/03/14 07:00 PM

**2014 RESOLUTION AGREEMENTS**

**AUTHORIZATION**

BE IT RESOLVED, that the Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey hereby authorizes, the Mayor to execute the attached Memorandum of Agreement between the Township of Bloomfield and the FMBA Local 219 settling unfair labor practice charge Docket No. CO-2013-224.

\* \* \* \* \*

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 February 10, 2014.

*Louise M. Palagano*

Municipal Clerk of the Township of Bloomfield

*Michael J. Venezia*

Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 3298					
	Yes/Aye	No/Nay	Abstain	Absent	
<input checked="" type="checkbox"/> Adopted					
<input type="checkbox"/> Adopted as Amended					
<input type="checkbox"/> Defeated					
<input type="checkbox"/> Withdrawn					
<input type="checkbox"/> Tabled					
<input type="checkbox"/> Approved					
<input type="checkbox"/> Approved by Consensus					
<input type="checkbox"/> Not Discussed					
<input type="checkbox"/> Tabled with No Vote					
<input type="checkbox"/> Discussed					
<input type="checkbox"/> Veto by Mayor					
<input type="checkbox"/> Approved No Vote					
<input type="checkbox"/> Deferred					
Elias N. Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carlos Bernard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joseph Lopez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carlos Pomares	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

*Brian J. Acosta*  
 DIRECTOR OR LAW-TOWNSHIP ATTORNEY

DAVID I. FOX  
 CRAIG S. GUMPFL\*  
 DANIEL J. ZIRRIETH\*

**FOX AND FOX LLP**  
 ATTORNEYS AT LAW  
 70 SOUTH ORANGE AVENUE  
 SUITE 203  
 LIVINGSTON, NEW JERSEY 07039  
 TELEPHONE: (973) 597-0777  
 FACSIMILE: (973) 597-0884  
 www.foxandfoxllp.com

LYNSEY A. STEHLING\*  
 ALEX W. KLEIN\*  
 ALLA GULCHINA\*  
 JEFFREY J. BEREZNY\*

\* ALSO ADMITTED IN NY  
 \* ALSO ADMITTED IN PA  
 \* ALSO ADMITTED IN MD.  
 \* ALSO ADMITTED IN  
 DISTRICT OF COLUMBIA

January 6, 2014

Via Facsimile and E-Mail

Brian J. Aloia, Esq.  
 The Law Office of Brian J. Aloia, LLC  
 2 Broad Street, Suite 407  
 Bloomfield, NJ 07003

**Re: Township of Bloomfield and Bloomfield FMBA Local 219**  
**Docket No. CO-2013-224**  
**Our File No. 8484.0028956**

Dear Mr. Aloia:

This is a follow up to our December 13, 2013 pre-hearing conference in the above matter. At the conference, the parties discussed the framework for an agreement resolving the above Unfair Practice Charge. The beginnings of that framework was memorialized in a draft Memorandum of Agreement prepared by Hearing Examiner Jonathan Roth. It was agreed that I would modify the draft agreement and forward it to you for your review and approval.

Accordingly, please find a modified draft agreement resolving both the Unfair Practice and the underlying grievance. It has already been approved and accepted by FMBA Local 219. If it meets with the Township's approval, please execute the agreement and return it to me for signature by the FMBA.

Thank you for your cooperation. If you have any questions, please call me.

Very truly yours,

151   
 CRAIG S. GUMPFL

CSG:dab

Enc.

cc w/enc.: Jonathan Roth, Hearing Examiner (Via e-mail only)  
 Brian McDade, President (Via e-mail only)

NO. 310 1. 2

**MEMORANDUM OF AGREEMENT**

IT IS HEREBY AGREED by and between the Township of Bloomfield ("Township"), and the FMBA Local 219 (the "FMBA" or "Union"), that the resolution of the Unfair Practice Charge, Docket No. CO-2013-224 ("Charge") pending before NJPERC is hereby resolved as follows:

1. The parties acknowledge that they have negotiated a grievance procedure in their collective negotiations agreement which includes the designation of the Fire Chief to hear and resolve grievances at Step Two.
2. The parties further acknowledge that it is a violation of the New Jersey Employer-Employee Relations Act for the Township to refuse to abide by the decision of its designated grievance representative.
3. The Township agrees that it will honor and be bound by the determinations made by the Fire Chief in accordance with Step Two of the contractual grievance procedure.
4. The Township maintains that the underlying issue presented by grievance 12-02 ("Grievance") involving Fire Captain Glen Flanagan ("Flanagan") is preempted by the N.J. Workers Compensation Statute, N.J.S.A. 34:15-1 et seq. It also maintains and represents that the Workers Compensation Judge presiding in the Flanagan matter (Case No. 2011-24720) has preliminarily indicated that he has jurisdiction over the issue, and that no change in the status is likely for the disputed period December 25, 2011 through November 30, 2012. This determination will be included in a final order, when issued.
5. The FMBA takes no position on the merits of the Workers Compensation

determination and leaves it up to Flanagan to address the determination in an appropriate forum.

6. In light of the foregoing, the FMBA hereby withdraws the Charge and the Grievance.

**BLOOMFIELD FMBA 219**

By: BRIAN MCDADE, PRESIDENT

Dated:

**TOWNSHIP OF BLOOMFIELD**

By: BRIAN ALOIA, ESQ.

Dated:

NO. 310 1. 3

**MEMORANDUM OF AGREEMENT**

IT IS HEREBY AGREED by and between the Township of Bloomfield ("Township"), and the FMBA Local 219 (the "FMBA" or "Union"), that the resolution of the Unfair Practice Charge, Docket No. CO-2013-224 ("Charge") pending before NJPERC is hereby resolved as follows:

1. The parties acknowledge that they have negotiated a grievance procedure in their collective negotiations agreement which includes the designation of the Fire Chief to hear and resolve grievances at Step Two.
2. The parties further acknowledge that it is a violation of the New Jersey Employer-Employee Relations Act for the Township to refuse to abide by the decision of its designated grievance representative.
3. The Township agrees that it will honor and be bound by the determinations made by the Fire Chief in accordance with Step Two of the contractual grievance procedure.
4. The Township maintains that the underlying issue presented by grievance 12-02 ("Grievance") involving Fire Captain Glen Flanagan ("Flanagan") is preempted by the N.J. Workers Compensation Statute, N.J.S.A. 34:15-1 et seq. It also maintains and represents that the Workers Compensation Judge presiding in the Flanagan matter (Case No. 2011-24720) has preliminarily indicated that he has jurisdiction over the issue, and that no change in the status is likely for the disputed period December 25, 2011 through November 30, 2012. This determination will be included in a final order, when issued.
5. The FMBA takes no position on the merits of the Workers Compensation

determination and leaves it up to Flanagan to address the determination in an appropriate forum.

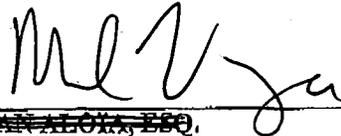
- 6. In light of the foregoing, the FMBA hereby withdraws the Charge and the Grievance.

**BLOOMFIELD FMBA 219**

By: BRIAN MCDADA, PRESIDENT

Dated:

**TOWNSHIP OF BLOOMFIELD**

By: 

Dated:

~~BRIAN ALONIA, ESQ.~~  
MICHAEL J. VENEZIA, MAYOR