

Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtnj.com>

Meeting: 12/15/14 07:30 PM

2014 RESOLUTION AGREEMENTS

AGREEMENT

WHEREAS, the Township had an agreement that expired on December 31, 2013 with the CWA Local 1040 Communications Operators Unit 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, 2014 through December 31, 2017; and

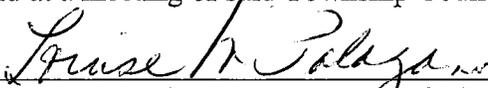
WHEREAS, the CWA Local 1040 Communications Operators Unit voted and its members ratified the changes as contained in the attached Agreement.

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 CWA Local 1040 Communications Operators Unit 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 December 15, 2014.



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 OR LAW-TOWNSHIP ATTORNEY

✓ 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 Withdrawn	Carlos Bernard	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 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 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						

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and executed this _____ day of December 2014 by and between Township of Bloomfield (the "Township") and the CWA Local 1040 Communications Operators Unit (hereinafter "Union").

WITNESSETH:

WHEREAS, the Township is the public employer of all Public Safety Tele Communicators in the Communications Center as referenced in the Collective Negotiations Agreement covering the period January 1, 2010 through December 31, 2013; 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, 2014 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 consideration, the parties agree as follows:

1. All terms and conditions of employment contained in the parties' Agreement dated January 1, 2010 through December 31, 2013 shall remain in full force and effect, except as expressly modified herein.
2. The term of the new Agreement shall cover January 1, 2014 through December 31, 2017.
3. The base salary cost for each step of the salary guides shall be increased by the following amounts:
 - a. 1.75% increase effective January 1, 2014;
 - b. 1.75% increase effective January 1, 2015;
 - c. 1.75% increase effective January 1, 2016; and
 - d. 1.75% increase effective January 1, 2017.

4. The Police Director shall, in his or her sole discretion, have the ability to assign one employee to act as the Township's TAC officer. An employee assigned by the Police Director to perform the duties of TAC officer shall receive \$1,200 additional pay which shall be paid by the Township on a monthly basis. Said payments shall not be considered part of base pay for any purpose including, but not limited to, pensions or overtime calculations.
5. The Township shall pay for and provide all employees covered under this Agreement with a uniform that they shall be required to wear while working. The employee is responsible to maintain and care for the uniform which the Township shall replace as necessary. The uniforms may only be worn during working hours or while traveling to work or from work and may not be worn at any other time unless directed by the Police Director.
6. Article X shall be amended to read "Physician chosen by the Township" in lieu of "Township Physician".
7. Throughout agreement reference to Police Chief shall be interpreted to mean Police Chief and/or Police Director or his or her designee.
8. Article XI "Hours of Work and Overtime" paragraph A shall be amended to read as follows: "Employees shall be assigned at the discretion of the Police Director to work regular shifts which the Police Director can change upon fourteen calendar days' notice."
9. All employees hired after December 31, 2014, 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 December 31, 2014. 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.
10. All employees shall be considered probationary for one year after their hire date. The Township can separate a probationary employee from their employment for any legal reason, with or without cause.
11. All employees shall be subject to random and other drug testing as set forth in the Policies and Procedures established by the Police Department and/or the Township which may be amended and changed without notice.

12. All employees hired on or after December 31, 2014, shall not be entitled to life time health benefits at retirement regardless of the length of service.
13. Notwithstanding the changes contained in this Agreement or the law, all employees hired after June 1, 2007, are be required to pay any required percent cost for health benefits required in the CBA or any amount required by the State law, whichever is greater.
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

WITNESS

ATTEST:

CWA Local 1040

WITNESS

12-8-14

Robert O. Ziegler

12-8-14

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ATTEST:

Township of Bloomfield

Amish K. Palazon
WITNESS

MLJ

ATTEST:

CWA Local 1040

Abraham K. Taylor
WITNESS
12-18-14

Robert O. Zangher
12-8-14