



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

**Louise M. Palagano**  
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 09/16/13 07:01 PM

**2013 RESOLUTION AGREEMENTS**

**AGREEMENT**

**WHEREAS**, the Township had an agreement that expired on December 31, 2012 with the Superior Officers Association Local 32 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, 2013 through December 31, 2016; and

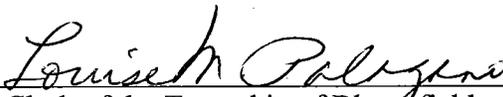
**WHEREAS**, the Superior Officers Association Local 32 voted and its members ratified the changes as contained in the attached Agreement.

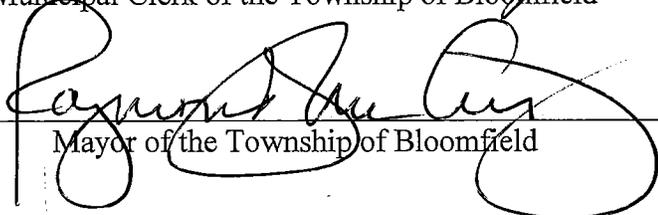
**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor is hereby authorized to sign and the Clerk to attest and affix the seal of the Township of Bloomfield to an agreement between the Township of Bloomfield and the Bloomfield Superior Officers Association Local 32 for the period January 1, 2013 through December 31, 2016 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.

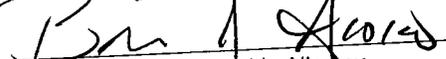
\* \* \* \* \*

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 16, 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 3000					
		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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 September 2013 by and between Township of Bloomfield (the "Township") and the Superior Officers' Association (hereinafter "Union").

### **WITNESSETH:**

**WHEREAS**, the Township is the public employer of all full-time Sergeants, Lieutenants, Captains and Deputy Chiefs in the Police Department as referenced in the Collective Negotiations Agreement covering the period January 1, 2010 through December 31, 2012; 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, 2013 through December 31, 2016; 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, 2012 shall remain in full force and effect, except as expressly modified herein.
2. The term of the new Agreement(s) shall cover January 1, 2013 through December 31, 2016.
3. The base salary cost for each step of the salary guides shall be increased by the following amounts:
  - a. 2% increase effective January 1, 2013
  - b. 2% increase effective January 1, 2014
  - c. 2% increase effective January 1, 2015
  - d. 2% increase effective January 1, 2016

4. All employees hired after December 31, 2013, shall not be entitled to life time health benefits at retirement regardless of the length of service.
5. All employees hired after \_\_\_\_\_, 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 \_\_\_\_\_. 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.

The above language in this paragraph (5) shall not become effective unless or until the Township and the PBA negotiate a similar provision requiring newly hired employees to pay for all of the employee's dependent health care coverage into the PBA agreement. In the event the above language, or similar language, is negotiated into the PBA agreement, the above language shall be altered to add so that the proper effective date.

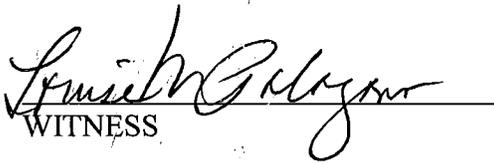
6. Notwithstanding the changes contained in this Agreement, all employees hired after December 31, 2013, are be required to pay any required percent cost for health benefits required in the CBA or any amount required by the State law, whichever is greater.
7. Article VIII section D/E remove the wording: And is included in the base pay for the purpose of pension entitlements only.
8. All employees covered by this Agreement and assigned to the position of detective by the Chief shall be entitled to 5 hours minimum overtime pay per week (seven consecutive days) in which they are required to be on call. However, no employee shall receive more than 5 hours overtime unless the employee works more than 5 additional hours for the week. Furthermore, employees shall not be entitled to any minimum overtime payment if they are on call for less than 7 seven consecutive days.
9. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.
10. 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.

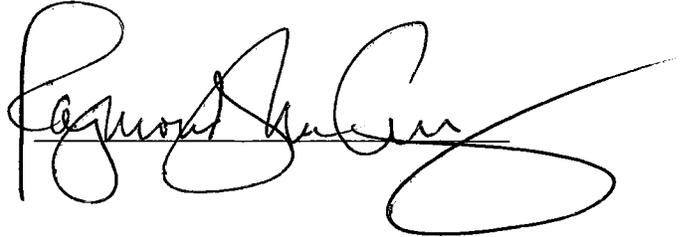
11. It is agreed that neither party shall discriminate against, nor engage in any reprisals or support repercussions of any nature against any employee of the Township, officers, or members of the Union, or any individual or organization engaged in activities or in support of activities related to contractual negotiations.

**IN WITNESS WHEREOF**, the parties have set their hands and seals the day and year first above written.

ATTEST;

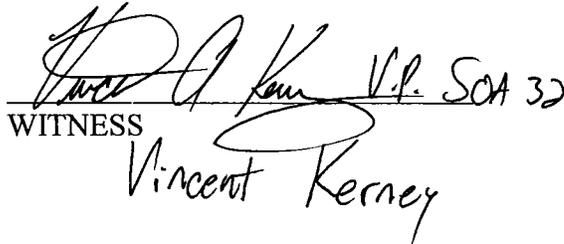
Township of Bloomfield

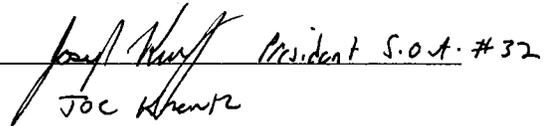
  
WITNESS



ATTEST:

Superior Officers' Association

  
WITNESS  
Vincent Kerney

  
President S.O.A. #32  
Joe Khentz