

12-3



Township Council

1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldwpnj.com>

Meeting: 12/09/13 07:30 PM

2013 RESOLUTION UNION CONTRACT AGREEMENTS

PBA LOCAL 32 AGREEMENT

WHEREAS, the Township had an agreement that expired on December 31, 2012 with the Bloomfield Policemen Benevolent 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 Bloomfield Policemen Benevolent 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 Policemen Benevolent 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

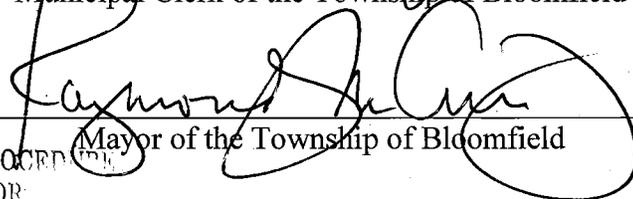
BE IT FURTHER RESOLVED, that the Township Administrator is hereby authorized to sign the attached Memorandum of Agreement on behalf of the Township.

......*

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 December 09, 2013.



Municipal Clerk of the Township of Bloomfield



Mayor of the Township of Bloomfield

ED AS TO FORM AND PROCEED
ON BASIS OF FACTS SET FOR

✓ Vote Record - Resolution 3152						
<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 Withdrawn 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			Yes/Aye	No/Nay	Abstain	Absent
	Elias N. Chalet	Mover	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Nicholas Joanow	Seconder	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Carlos Bernard	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Michael J. Venezia	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Peggy O'Boyle Dunigan	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Bernard Hamilton	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Raymond J. McCarthy	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and executed this _____ day of _____ by and between Township of Bloomfield (the "Township") and the Bloomfield _____ (the "Union").

WITNESSETH:

WHEREAS, the Township is the public employer of all full-time employees 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, 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 considerations:

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, 2015: *2016*.
3. The base salary cost for each step of the salary guides shall be increased by the following amounts:

<i>2013</i>	<i>1.5%</i>	a. 2% increase to top pay effective January 1, 2013
<i>2014</i>	<i>1.5%</i>	b. 2% increase to top pay effective January 1, 2014
<i>2015</i>	<i>1.5%</i>	c. 2% increase to top pay effective January 1, 2015
<i>2016</i>	<i>1.5%</i>	d. <i>1.5% INCREASE TO TOP PAY EFFECTIVE 1/1/2016</i>

Omitted

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 December 31, 2013, 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, 2013. 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.~~
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. Add wording: Holiday Pay is not included in overtime calculations.
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.

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

ATTEST:

Township of Bloomfield

WITNESS

ATTEST:

Office & Professional Employees
International Union, Local 32

DELEGATE J. Falco
WITNESS

Pres J. L. [Signature]

HP Officejet 6500 E710n-z All-In-One series

Fax Log for
Bloomfield Police
973-680-4102
Oct 02 2013 1:37PM

Last Transaction

Date	Time	Type	Station ID	Duration	Pages	Result
				Digital Fax		
Oct 2	1:36PM	Fax Sent	919736232209	1:28 N/A	3	OK

REVISED III

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2014 1.5%
2015 1.5%
2016 1.5%

- a. 2% increase to top pay effective January 1, 2013
- b. 2% increase to top pay effective January 1, 2014.
- c. 2% increase to top pay effective January 1, 2015
- d. *1.5% INCREASES TO TOP PAY EFFECTIVE 1/1/2016*

Omitted

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ATTEST:

Township of Bloomfield

Luis R. Magro
WITNESS

MLV ja

ATTEST:

Office & Professional Employees
International Union, Local 32

DELEGATE J. Falco
WITNESS

Pres J. A.