

2011 RESOLUTION – APPROVAL OF COLLECTIVE BARGAINING AGREEMENTS BETWEEN THE BLOOMFIELD POLICEMEN’S BENEVOLENT ASSOCIATION AND THE BLOOMFIELD SUPERIOR OFFICER ASSOCIATION

WHEREAS, the Mayor and Council of the Township of Bloomfield and the Bloomfield Policemen’s Benevolent Association and the Bloomfield Superior Officer Association have entered into negotiations for a Collective Negotiations Agreement for the period of January 1, 2010 through December 31, 2012; and

WHEREAS, the Bloomfield Policemen Benevolent Association and the Bloomfield Superior Officer Association have met with their Union members and have voted to accept the terms and conditions outlined in the attached agreement; and

WHEREAS, the Mayor and Council have reviewed the agreement and believe it is in the best interest of the Township to approve the terms and conditions outlined therein; and

WHEREAS, the Director of Finance has certified funding is available.

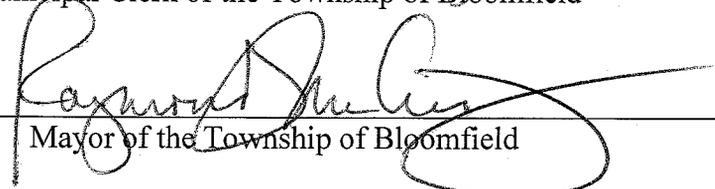
NOW, THEREFORE, BE IT RESOLVED, that the Mayor is hereby authorized to sign, and the Clerk to attest and affix the seal of the Township of Bloomfield to the attached agreement and to agreements drafted between the Township of Bloomfield and the Bloomfield Policemen Benevolent Association and the Bloomfield Superior Officer Associations for the period January 1, 2010 through December 31, 2012 that incorporate the terms and conditions outlined in the attached agreement.

* * *

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 January 18, 2011.



Municipal Clerk of the Township of Bloomfield



Mayor of the Township of Bloomfield

AS TO FORM AND PROVISIONS
ON BASIS OF FACTS SET FORTH
Director of Law
Township Attorney

ROLL CALL VOTE

MAYOR & COUNCIL	YES	NO	ABSTAIN	ABSENT
COUNCILWOMAN MALY		✓		
COUNCILMAN JOANOW	✓			
COUNCILMAN RUANE		✓		
COUNCILMAN VENEZIA	✓			
COUNCILWOMAN DUNIGAN	✓			
COUNCILMAN HAMILTON	✓			
MAYOR McCARTHY	✓			

O:\Resolutions\Agreements\pba-soa 11.doc

**STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION**

~~~~~  
In the Matter of the Interest Arbitration )  
Between: )

TOWNSHIP OF BLOOMFIELD )

**PUBLIC EMPLOYER** )

AND )

PBA 32 AND PBA 32 (SOA) )

**EMPLOYEE ORGANIZATIONS** )  
~~~~~

**RECOMMENDED
INTEREST ARBITRATION SETTLEMENT**

CONSOLIDATED DOCKET NOS. IA-2010-120
IA-2010-121

**BEFORE
GERARD G. RESTAINO
INTEREST ARBITRATOR**

APPEARANCES:

FOR THE EMPLOYER

BRIAN ALOIA, ESQ.
KATE GILFILLAN, ESQ.
ROBERT RENNA

COUNSEL FOR EMPLOYER
COUNSEL FOR EMPLOYER
CFO

FOR THE EMPLOYEE ORGANIZATIONS

PAUL KLEINBAUM, ESQ.
JOSEPH CORIO
DAVIN LEHMAN
JOHN SIERCHIO
MICHAEL RUGGIERO
JOE KRENTZ
VINNIE KERNEY
CHARLES ROCCO

COUNSEL FOR PBA'S

PBA
PBA
PBA
PBA
SOA
SOA
SOA

PROCEDURAL BACKGROUND

The Township of Bloomfield and the Employee Organizations (PBA Superior Officers) are signatories to a collective negotiations agreement that expired on December 31, 2009. The Parties met on December 29, 2009, January 22, 2010, and April 30, 2010, to negotiate a successor agreement. Unfortunately, the parties could not reach a settlement. On June 4, 2010, Paul Kleinbaum, Counsel for both PBA's sent a petition to NJ PERC to initiate compulsory Interest Arbitration. Subsequently, on August 20, 2010, NJ PERC appointed me from its Special Panel of Interest Arbitrators to arbitrate the consolidated matters.

Even though I was appointed as the Interest Arbitrator, the parties continued to negotiate in an attempt to reach closure. An understanding had been reached with the Township and both PBA units. Nevertheless, the Township Council rejected that understanding.

In accordance with my statutory authority, I held a pre-interest arbitration mediation session on December 13, 2010. It became apparent to me that the parties were trying to reach closure, but the various positions being advanced by both parties prevented that from becoming a reality. I informed the parties that it was my intent to submit the terms of a *Recommended Interest Arbitration Settlement* on the open items. All parties concurred with my suggestion for a settlement.

The current Agreement had expired on December 31, 2009. The proceedings for a formal interest arbitration hearing (s) with accompanying post-hearing briefs and the issuance of my Award could conceivably take 6-9 months. By accepting my *Recommendations for Settlement* the parties would reach closure on a multi-year agreement and avoid the considerable delays and costs associated with the conclusion

of formal interest arbitration proceedings.

I am required to make a reasonable determination of the above issues giving due weight to those factors set forth in N.J.S.A. 34:13A-16g(1) through (8). That statute requires the arbitrator to decide the dispute based upon a reasonable determination of the issues, giving due weight to those factors which I find relevant to the resolution of these negotiations. These factors which are commonly referred to as the statutory criteria are set forth below:

- (1) The interests and welfare of the public. Among the items the arbitrator or panel of arbitrators shall assess when considering this factor are the limitations imposed upon the employer by P.L. 1976, c. 68 (C.40A:4-45.1 et seq.).
- (2) Comparison of the wages, salaries, hours, and conditions of employment of the employees involved in the arbitration proceedings with wages, hours, and conditions of employment of other employees performing the same or similar services and with other employees generally:
 - (a) In private employment in general; provided, however, each party shall have the right to submit additional evidence for the arbitrator's consideration.
 - (b) In public employment in general; provided, however, each party shall have the right to submit additional evidence for the arbitrator's consideration
 - (c) In public employment in the same or similar comparable jurisdictions, as determined in accordance with section 5 of P.L. 1995, c. 425 (C.34:13A-16.2) provided, however, each party shall have the right to submit additional evidence concerning the comparability of jurisdictions for the arbitrator's consideration.
- (3) The overall compensation presently received by the employees, inclusive of direct wages, salary, vacations, holidays, excused leaves, insurance and pensions, medical and hospitalization benefits, and all other economic benefits received.
- (4) Stipulations of the parties.
- (5) The lawful authority of the employer. Among the items the arbitrator or panel of arbitrators shall assess when considering this factor are the

limitations imposed upon the employer by the P. L. 1976, c. 68 (C.40A:4-45.1 et seq.).

- (6) The financial impact on the governing unit, its residents and taxpayers. When considering this factor in a dispute in which the public employer is a county or municipality, the arbitrator or panel of arbitrators shall take into account to the extent that evidence is introduced, how the award will affect the municipal or county purposes element, as the case may be, of the local property tax; a comparison of the percentage of the municipal purposes element, or in the case of a county, the county purposes element, required to fund the employees' contract in the preceding local budget year; the impact of the award for each income sector of the property taxpayers on the local unit; the impact of the award on the ability of the governing body to (a) maintain existing local programs and services, (b) expand existing local programs and services which public moneys have been designated by the governing body in a proposed local budget, or (c) initiate any new programs and services for which public moneys have been designated by the governing body in a proposed local budget.
- (7) The cost of living.
- (8) The continuity and stability of employment including seniority rights and such other factors not confined to the foregoing which are ordinarily or traditionally considered in the determination of wages, hours, and conditions of employment through collective negotiations and collective bargaining between the parties in public service and in private employment.
- (9) Statutory restrictions imposed on the employer. Among the items the arbitrator or panel of arbitrators shall assess when considering this factor are the limitations imposed upon the employer by section 10 of P. L. 2007, c. 62 (C. 40A:4 - 45.45).

During the informal proceedings, the parties' representatives made appropriate arguments and pursued specific documentary evidence. I carefully reviewed these arguments and gave them proper consideration in the development of this *Recommended Settlement*. My recommendations set forth below are based upon my experience as a neutral in public sector negotiations including police/fire negotiations. I have taken into account the parties' arguments as they apply to the statutory criteria

and have factored those considerations into the development of an equitable resolution of the issues in dispute.

The following are the outstanding issues submitted to me by the parties and incorporated into my Recommended Settlement:

1. Salary increase and number of steps on guide
2. Vacation Leave
3. Holiday Pay
4. Payment for medical/dental insurance
5. Personal Leave
6. Duration of Agreement

POSITIONS OF THE PARTIES

1. Salary

Employer proposes that the salary guide for all unit members hired after January 1, 2011, shall have fifteen (15) steps. PBA's offered to add two (2) steps added to the guide for all those hired after January 1, 2011.

Employer offered a three (3) year settlement of:

- i. 2.5% effective December 31, 2010
- ii. 2.5% effective July 1, 2011
- iii. 1.0 %

The above was offered if the Township's proposals for vacation, holiday, personal days and medical/dental contributions were agreed to.

PBA's offered a five (5) year settlement of:

- | | |
|------|----------------------------------|
| 2010 | 2.5% effective December 31, 2010 |
| 2011 | 2.5 % effective July 1, 2011 |
| 2012 | 2.5% effective January 1, 2012 |
| 2013 | 2.5% effective January 1, 2013 |
| 2014 | 2.5% effective January 1, 2013 |

The above offer was not tied to any other proposals of the PBA's.

2. Vacation Leave

Township proposed that all current vacation levels that appear on pages 16/1 of the current Agreement be reduced by four (4) days.

PBA's proposed that all current vacation levels as appear on pages 16/17 of the current Agreement be reduced by two(2) days.

3. Holiday Pay

Township proposed that the compensation formula that appears on page 18 of the current Agreement be changed from 7.97% to 5%.

PBA's rejected any change to the formula because holiday pay is part of base pay.

4. Payment for Medical/Dental Insurance

Township proposed that in lieu of the 1.5% of base, unit members hired after January 1, 2011, pay 15% of the premium cost for Medical Insurance. Additionally, increase the current \$400.00 amount at page 25 of the Agreement to \$550.00, for all newly hired employees, which with exception of the PBA's and FMBA, all other Township employee receive.

PBA's proposed a 10% premium for Medical Insurance based upon employee selection of coverage. They also agreed to the \$550.00 amount for dental insurance.

5. Personal Leave

Township proposed changing the number of days off from five (5) found at page 33 of the current Agreement to three (3) days off for all unit members hired after January 1, 2011.

PBA's were not opposed to that change.

6. Duration of Agreement

Township ...January 1, 2010, through December 31, 2012

PBA/SOA... January 1, 2010, through December 31, 2014

DISCUSSION AND ANALYSIS

The Public Interest is always a major and relevant factor in these types of negotiations. Moreover, the morale of employees and the influence of my

recommendations on the continuation of the labor relations practice is also an important consideration for the public interest. No one can deny the important and often times stressful work police officers perform for any community. That work is also inherently dangerous and all police officers are keenly aware of these conditions. The recognition of these conditions of service and their impact on budgetary matters are additional factors to be used by an Interest Arbitrator.

The statutory criteria establish that I must review all considerations that typically drive wage increases. One of these factors is the reasonableness of the total economic changes being proposed. Accordingly, all issues must be balanced with emphasis on the fairness of each issue as they relate to the overall equity of the terms of the complete award. The, salary increase analysis submitted to all Interest Arbitrators by NJ PERC for the period of January 1, 2009, through November 15, 2010, shows the following:

Time Period	Total # Awards	Av Salary Increase	# Voluntary	Av Salary Increase
		All Awards	Settlements	Voluntary Settlements
1/1/09-12/31/08	16	3.75%	45	3.60%
1/1/10-10/15/10	7	2.5%	38	2.5%

I find that the recommended salary increases comport with and are consistent with the above NJ PERC data. Additionally, the recommended salary increases are in

harmony with patterns at the local and state-wide levels. I emphasize that based upon the information presented to me the terms of the *Recommended Settlement* will not undermine the continuity and stability of employment within the Bloomfield Township Police Department. Furthermore, I find that my Recommended Settlement will not cause a negative economic impact upon the Township.

For the reasons cited above, I respectfully issue the following *Recommended Settlement*:

RECOMMENDED SETTLEMENT

1. **Duration of Agreement**

Three year term January 1, 2010, through December 31, 2012.

2. **Salary and Guide**

I recommend that the effective January 1, 2011, the salary guide for all newly hired PBA bargaining unit members be increased to twelve (12) steps which shall include 10 equal steps between the starting salary and the top salary. Increase all steps and ranks on the current salary schedules in the PBA/SOA Agreements as follows:

- (a) Effective December 31, 2010, increase all steps and ranks on all salary schedules by 2.5 %
- (b) Effective July 1, 2011 increase all steps and ranks on all salary schedules by 2.5%.
- (c) Effective January 1, 2012, increase the top step on all salary schedules by 2.5%.

3. **Vacation Time**

<u>Current</u>	<u>Township</u>	<u>PBA's</u>	<u>Recommendation</u>
2-10 yrs. 17 working days per year	13	15	13 working days
11-20 yrs. 23 working days per year	19	21	19 working days
21 and over 25 working days per year	21	23	21 working days

The 13, 19, 21 working days are per year and are effective January 1, 2011, for all newly hired unit members.

4. **Holiday Pay**

I do not recommend any changes in Holiday pay.

5. **Personal Leave**

Effective January 1, 2011, for all newly hired bargaining unit members, I recommend that Personal Leave be reduce to three (3) days per year.

6. **Payment for Medical/Dental Insurance.**

Effective January 1, 2011, all newly hired unit members shall pay fifteen (15) % of the premium cost for medical insurance that they have selected; individual, parent/child, husband/wife or family.

Effective January 1, 2011, the Township shall contribute \$550.00 for Dental insurance for all newly hired bargaining unit members. 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 or family.

EXAMPLES

A current PBA member who is eventually promoted into the SOA unit shall be exempt from the \$550.00 Dental component referenced above.

A PBA member hired after January 1, 2011, is part of the \$550.00 Dental component and if eventually promoted into the SOA unit shall remain part of the \$550.00 Dental component.

Effective January 1, 2011, all newly hired employees shall not be required to make a medical contribution of 1.5% of their base pay.

It is specifically understood that Jennifer Horn, James Peri, and Dominick Sedano shall not be considered newly hired for purposes of the January 1, 2011, date referenced in my recommendations. They will be required to make a medical contribution of 1.5% of their base pay.

Any issues not previously addressed are rejected for inclusion in the Successor Agreement.

Dated: January 5, 2011

Gerard G. Restaino
Gerard G. Restaino, Arbitrator

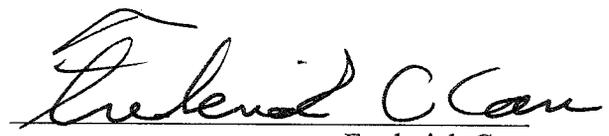
State of Pennsylvania)

County of Wayne) ss:

On this 5th day of January, 2011, before me personally came and appeared GERARD G. RESTAINO to me known to be the person who executed the foregoing document and he duly acknowledged to me that he executed the same.

Judith R. Restaino

I hereby approve / disapprove of the passage of the attached Resolution.



Frederick Carr
Township Administrator

If the Township Administrator disapproves of the attached resolution the reasons are as follows:

I hereby approve / disapprove of the passage of the attached resolution.

Robert Renna
Director of Finance

If the Director of Finance disapproves of the attached resolution the reasons are as follows: