

2011 RESOLUTION - APPROVAL OF COLLECTIVE BARGAINING AGREEMENTS BETWEEN THE BLOOMFIELD FIREMEN'S BENEVOLENT ASSOCIATION LOCAL UNION 19

WHEREAS, the Mayor and Council of the Township of Bloomfield and the Bloomfield Firemen's Benevolent Association Local Union 19 have entered into negotiations for a Collective Negotiations Agreement for the period of August 1, 2011 through December 31, 2014; and

WHEREAS, the Bloomfield Firemen Benevolent Association Local Union 19 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 Firemen's Benevolent Association Local Union 19 for the period August 1, 2011 through December 31, 2014 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 September 6, 2011.

Louise M. Pellegrino

Municipal Clerk of the Township of Bloomfield

Raymond J. Miller

Mayor of the Township of Bloomfield

APPROVED AS TO FORM AND PROCEEDING
ON BASIS OF FACTS SET FORTH
Brian J. Acord
Director of Law-Township Attorney

ROLL CALL VOTE

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

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MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and executed this _____ day of _____, 2011, by and between Township of Bloomfield (the "Township") and the F.M.B.A. Local Union 19 (the "Union").

WITNESSETH:

WHEREAS, the Township is the public employer of all paid employees of the Bloomfield Fire Department with the rank of Uniformed Fire Fighter as set forth in the Collective Negotiations Agreement; 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 August 22, 2011 through December 31, 2014; 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, 2008 through December 31, 2011 shall remain in full force and effect, except as expressly modified herein.
2. The Term of the new Agreement shall be as follows: Shall be effective immediately (upon ratification by Union and Council) and end on December 31, 2014.
3. Effective August 1, 2011, there shall be a new salary guide for all newly hired FMBA bargaining unit members which shall have twelve (12) steps which shall include 10 equal steps between the starting salary and the top salary.
4. The base salary cost (on both the old and new salary guides) for each step shall be increased by the following amounts:

- a. Effective December 31, 2012, increase all steps and ranks on all salary schedules by 2%
 - b. Effective January 1, 2013, increase all steps and ranks on all salary schedules by 2%.
 - c. Effective January 1, 2014, increase all steps and ranks on all salary schedules by 2%.
5. Effectively August 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, family, etc.
6. All employees shall immediately begin to contribute toward the cost of health benefits as provided for in Chapter 78, P.L. 2011 (approved June 28, 2011), Senate, No. 2937, and any other applicable State or Federal Law. If the provisions contained Chapter 78, P.L. 2011, that require the FMBA employees to make a contribution for health benefits coverage are ever repealed, allowed to lapse, amended, or are altered for any reason, wherein firefighters at top pay would be required to pay less than 30% of the cost of coverage, all employees hired after this date (all new employees) will be required to pay the higher amount of 15% of the cost of their health care benefits or any amount required under any State or Federal law or code. This provision only becomes applicable if the provisions contained Chapter 78, P.L. 2011 that require employees to make a contribution for health benefits coverage are ever repealed, allowed to lapse, amended, or are altered for any reason, wherein firefighters at top pay would be required to pay less than 30% of the cost of coverage.
7. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.
8. The parties' respective negotiations committees hereby agree to the proposed changes to the Agreement as set forth herein and agree to endorse these changes to their respective constituencies for ratification.
9. The Union shall conduct a ratification meeting as soon as practical and shall notify the Township of the result of the vote. In the event that the Union ratifies the Agreement, the Memorandum of Agreement shall be presented to the Township for approval. Once both parties execute the Memorandum of Agreement and ratify the terms and conditions of the new contract, a new contract will be drafted.
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:

FMBA Local Union 19

WITNESS

WITNESS

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