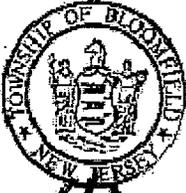


9-5



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldwpnj.com>

Meeting: 09/08/15 07:00 PM

2015 ORDINANCE AMENDMENT

AN ORDINANCE TO FIX AND DETERMINE THE SALARIES OF CERTAIN OFFICERS AND MEMBERS OF THE FIRE DEPARTMENT OF THE TOWNSHIP OF BLOOMFIELD, NEW JERSEY

BE IT ORDAINED by the Township Council of the Township of Bloomfield, New Jersey:

SECTION 1. Effective October 1, 2012, as hereinafter indicated, the salaries of certain officers and members of the Fire Department of the Township of Bloomfield are hereby fixed and determined as follows:

Deputy Chief	EFFECTIVE OCTOBER 1, 2012	
	BASE	HOLIDAY PAY
Step 1	130,536.00	10,403.72
Max *	135,074.00	10,765.40

* Upon completion of a 6 month (180 day) Officer Training period at Step 1

Deputy Chief	EFFECTIVE JAN,1, 2013	
	BASE	HOLIDAY PAY
Step 1	133,147.00	10,611.82
Max *	137,775.00	10,980.67

* Upon completion of a 6 month (180 day) Officer Training period at Step 1

Deputy Chief	EFFECTIVE JAN. 1, 2014	
	BASE	HOLIDAY PAY
Step 1	135,810.00	10,824.06
Max *	140,531.00	11,200.32

* Upon completion of a 6 month (180 day) Officer Training period at Step 1

Deputy Chief	EFFECTIVE JAN. 1, 2015	
	BASE	HOLIDAY PAY
Step 1	138,187.00	11,013.50
Max *	142,990.00	11,396.30

* Upon completion of a 6 month (180 day) Officer Training period at Step 1

ED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH

[Signature]
of Law-Township Attorney

SECTION 2. ***Effective January 1, 2001 a stipend for Holiday Pay/Senior Officers stipend shall be included in the base pay for purpose of pension entitlements. Also, the base pay without the Holiday Pay/Senior Officers stipend will be used for the calculation of overtime, acting officer pay and terminal leave.

SECTION 3 All ordinances inconsistent herewith are hereby repealed.

SECTION 4 This ordinance shall take effect according to law.

......*

I hereby certify that the above ordinance was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on OCTOBER 5, 2015

Rosemarie Palazano

 Municipal Clerk of the Township of Bloomfield

M. V.

 Mayor of the Township of Bloomfield

✓ Vote Record - Ordinance						
		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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/> Table with no Vote	Michael J. Venezia	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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						

✓ Vote Record - Ordinance						
		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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 July 2015 by and between Township of Bloomfield (the "Township") and the Deputy Chief's Association (hereinafter "Union").

WITNESSETH:

WHEREAS, the Township is the public employer of all full-time Deputy Chiefs in the Fire Department as referenced in the Collective Negotiations Agreement covering the period January 1, 2008 through December 31, 2011; 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, 2012 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 consideration, the parties agree as follows:

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(s) shall cover January 1, 2012 through December 31, 2015.
3. The base salary cost for each step of the salary guides shall be increased by the following amounts:
 - a. 2% increase effective October 1, 2012;
 - b. 2% increase effective January 1, 2013;
 - c. 2% increase effective January 1, 2014; and
 - d. 1.75% increase effective January 1, 2015.

4. For employees hired after the execution of this Agreement and thereafter promoted into this bargaining unit, the cost of dependent health coverage shall mirror the cost of dependent coverage, based on date of hire, applicable to active employees in any future agreement between the Township and Bloomfield FMBA Local No. 19. Any language change negotiated with FMBA Local No. 19 regarding dependent health coverage shall be added to the Deputy Chief's contract in addition to this paragraph.
5. For employees hired after the execution of this Agreement and thereafter promoted into this bargaining unit, lifetime health coverage at retirement shall mirror the lifetime retiree coverage, based on date of hire, applicable to employees in any future agreement between the Township and Bloomfield FMBA Local No. 19. Any language change negotiated with FMBA Local No. 19 regarding dependent health coverage shall be added to the Deputy Chief's contract in addition to this paragraph.
6. The Township shall contribute \$550.00 for Dental insurance for all employees hired after August 1, 2011. 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.
7. All employees shall 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. Furthermore, all employees hired after October 1, 2011, shall 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. If the provisions of Chapter 78, P.L. 2011 or any other State law that requires the FMBA employees to make contribution for health benefits coverage are ever repealed, allowed to lapse, amended, altered, or ruled invalid by a court of competent jurisdiction for any reason, the Township shall also honor that State law or ruling.
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.

SIGNATURE PAGE NEXT

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

ATTEST:

Township of Bloomfield

WITNESS

ATTEST:

Deputy Chiefs' Association

WITNESS

Danielle Christiano

From: Brian Aloia <brian@aloialawfirm.com>
Sent: Thursday, September 03, 2015 2:28 PM
To: Robert Renna
Cc: Danielle Christiano
Subject: Re: deputy chief salary ordinance
Attachments: Deputy Chief Memorandum.pdf

No, as you can see from the attached memorandum of agreement the salaries are increased for 2012- 2015. The contract ends in 2015 (the end of this year).

Brian J. Aloia

ALOIA LAW FIRM LLC
2 Broad Street, Suite 407
Bloomfield, New Jersey 07003
Phone 973-337-6626
Fax 973-337-6535
brian@aloialawfirm.com

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On Thu, Sep 3, 2015 at 11:20 AM, Robert Renna <rrenna@bloomfieldtwpnj.com> wrote:
Brian, according to my records, the last salary ordinance for Deputy Chief was Jan 1, 2007-Jan 1, 2011. This ordinance increases their range from Jan 1 2015-Jan 1 2017. Therefore no increase for years 2012-2014 correct? As always, just want to get it right.

973
680
9726