

TOWNSHIP OF MAPLEWOOD



RESOLUTION NO. 208 -14

**RESOLUTION
APPROVING SETTLEMENT
WITH MAPLEWOOD FIREFIGHTERS
MUTUAL BENEVOLENT ASSOCIATION**

WHEREAS, the Maplewood Firefighters Mutual Benevolent Association ("MFMBBA") is the exclusive bargaining unit for Maplewood Firefighters; and

WHEREAS, a grievance was filed by the MFMBBA challenging the calculation of base salary in certain circumstances in accordance with the collective bargaining agreement between the Township of Maplewood ("Township") and the MFMBBA; and

WHEREAS, the Township and the MFMBBA have agreed to resolve the dispute amicably.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey that:

1. The Township agrees to the settlement of the grievance filed by the MFMBBA upon the terms and conditions more specifically set forth in a Settlement Agreement, copy of which is annexed hereto and made a part hereof.
2. The Township Business Administrator and the Township Clerk be and are hereby authorized to execute the Settlement Agreement on behalf of the Township of Maplewood.

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Township Committee of the Township of Maplewood, County of Essex, State of New Jersey, at a regular meeting of said Committee held on November 5, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Township of Maplewood in the County of Essex and State of New Jersey, on this 5th day of November 2014.

ELIZABETH J. FRITZEN, R.M.C.
Township Clerk

SETTLEMENT AGREEMENT

This Agreement is made on this Fifth day of November 2014, by and between the Township of Maplewood ("Township") and Firefighters' Mutual Benevolent Association ("Union").

WHEREAS, the Township and Union are parties to a collective negotiations agreement with the term of January 1, 2012 through December 31, 2015 ("CNA"); and

WHEREAS, the Union is the exclusive bargaining representative of all uniformed Firefighters, Firefighters-EMTs, Captains and Deputy Chiefs within the Township; and

WHEREAS, a grievance was filed by the Union challenging the calculation of base salary in accordance with the CNA and base pay adjustments which affect longevity, hourly rate and overtime ; and

WHEREAS, the Union claims that base pay adjustments provided in accordance with Article XXXIII of the CNA should be added to base salary; and

WHEREAS, the parties have entered into discussions to resolve the matter without the need to resort to further litigation;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Township and the Union agree to resolve the aforementioned matter and the parties hereto intending to be legally bound hereby agree as follows:

1. The Township agrees that the amounts set forth in Article XXIII are part of base salary effective and retroactive to January 1, 2012. Accordingly, adjustments to longevity pay retroactive to January 1, 2012 are necessary to reflect this agreement. Members will therefore be paid the following adjusted amounts within thirty (30) calendar days of the full execution of this Agreement:

Kling	\$3,718.46
Weber	\$550.25
Dingelstedt	\$848.28
DeMartini	\$535.90
Derewsky	\$462.65
Abalos	\$1,450.20
Alvarez	\$1,112.46
Colatruglio	\$557.78
Yarussi	\$1,260.58

2. The amounts set forth in paragraph 1 fully settles the necessary base pay adjustments to the base salary of all affected Union members. This amount represents an agreed

upon amount for base pay adjustment back to January 1, 2012. The Union agrees to waive any and all claims to base salary adjustments prior to January 1, 2012.

3. The Union agrees that the amount set forth in paragraph 1 fully settles this matter and upon payment in accordance with paragraph 1 withdraws the grievance in this matter, with prejudice.

4. The parties agree to utilize the base salary adjustments to determine necessary adjustments to any overtime pay from the period of January 1, 2012 through the date that any overtime pay adjustments are made.

5. The Union on its own behalf and on behalf of the employees and the employees agree not to file or pursue any other grievance, administrative claim or lawsuit in any other agency, court, administrative body or any other forum concerning the subject matter of this grievance, i.e. claims for base salary adjustments pursuant to Article XXXIII of the CNA as the amount provided herein is in full settlement of the claims in this matter.

6. The Union and the Township agree to keep the terms of this settlement confidential and not to disclose same to anyone except for those disclosures which are required by law.

7. Nothing contained in this Agreement shall be construed as an admission of a violation of the CNA or any policy or practice by the Township.

8. All parties agree to pay their own respective costs and fees in this matter.

9. The Union and the Township agree that this matter shall not set a precedent between nor constitute a past practice and may not be used as evidence of such.

10. The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of New Jersey.

11. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement.

12. This Agreement represents the entire understanding of the parties hereto with respect to the matters and controversies set forth herein, and no representations or promises have been made by any party to the other except as expressly set forth herein.