TOWNSHIP OF MAPLEWOOD

RESOLUTION NO. 241 -15

RESOLUTION
APPROVING
MEMORANDUM OF AGREEMENT
COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1031

WHEREAS, the Township of Maplewood (the "Township") has a Collective Bargaining Agreement (the "Agreement") with the Communications Workers of America Local 1031 (the "Local"), which is set to expire on December 31, 2015; and

WHEREAS, the Local has been negotiating with the Township on a new Agreement; and

WHEREAS, the Parties have tentatively agreed on a new Agreement effective January 1, 2016, and running through December 31, 2019; and

WHEREAS, the terms of the Agreement have been set forth in a Memorandum of Agreement between the Parties; and

WHEREAS, the final Agreement is subject to approval by the Maplewood Township Committee and the Local.

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 of Maplewood does agree to enter into a Collective Bargaining Agreement with the Local consistent with the terms of the Memorandum of Agreement entered into on or about December 11, 2015.
2. The Township Mayor and the Township Clerk be and are hereby authorized to execute a Collective Bargaining Agreement with the Township and the Union, to be effective January 1, 2016 and continuing to December 31, 2019, subject to review and approval of Township Labor Counsel.

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 December 15, 2015.

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 15th day of December 2015.

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

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Memorandum of Agreement
between
The Communications Workers of America Local 1031
and Maplewood Township

The Communications Workers of America Local 1031 (CWA) and Maplewood Township enter in to a Memorandum of Agreement (MOA) for a successor contract. The following contract changes have been agreed to:

1. **Terms of Agreement 4 years** – January 2016 – December 2019

2. **Article 11 Wages and Overtime**:
   Increases for full-time employees shall be provided as follows:

1/1/16	2%
1/1/17	2%
1/1/18	2.25%
1/1/19	2.5%

   Increase for part-time employees shall be provided as follows:

1/1/16	.35 per hour
1/1/17	.35 per hour
1/1/18	.35 per hour
1/1/19	.35 per hour

3. **Article 3 Non Discrimination**
   Add: "and other protected classes by law."

4. **Article 8 Leave Time, Section E Vacation**
   Section 2) Full-time employees hired after January 1, 2002 shall receive vacation in accordance with the following schedule:
   g) Beginning in the twenty first year and for each year of continuous employment thereafter, employees shall receive twenty-two (22) vacation days.

5. **Article 11 Wages and Overtime**
   Add new section I. On 1/1/16 Custodians will receive a $1500 increase to their base pay in recognition of the current market rates for this job. They will not receive the 2% referenced in section B for 2016.

6. **Article 11 Wages and Overtime**
   Add a new section J. If a Mechanic is recalled to duty, the Mechanic shall be compensated at the rate of time-and-one-half for the time worked with a minimum of four (4) hours. Whenever a Mechanic is called upon to work eight (8) hours overtime in addition to his/her regular daily employment within a twenty-four (24) hour period, he/she shall be entitled to receive a four (4) hour rest period at regular pay and shall be entitled to

receive his/her rest period at the commencement of his next regular daily shift unless emergency conditions require his/her presence on said shift which event such scheduling of the rest period shall be staggered. On non work days, if an employee works sixteen (16) hours in a twenty-four (24) hour period, he/she shall be entitled to receive a four (4) hour rest period at regular pay rates. For example, if an employee works sixteen (16) hours on a Saturday and his/her hourly rate is $5.00 per hour, he/she shall receive time and a half pay for sixteen (16) hours at a rate of $7.50 per hour (In addition to his/her regular weekly pay). If a Mechanic is called in for emergency overtime, released to return home, and then called in for a second emergency overtime within four (4) hours of the end of the first "call in", then the employee will be paid for the intervening period at overtime rates. However, the second "call in" need not be governed by seniority. Employees must be notified by noon Thursday of any Saturday overtime work, and such work may only be cancelled by noon Friday by the employer for good cause.

7. **Article 14 Uniforms and Tool Allowance**
   Change Section A. to reflect a $400 clothing allowance.
   Change Section C. to reflect a $400 clothing allowance.
   Remove Section E. Animal Control Officer.
   Change Section F. to E. Add to the Jitney Drivers uniform: The Township will also provide a sweatshirt or jacket as needed.

8. **Article 17 Part-time Employees**
   D. **Add:** In addition, the Crossing Guards will earn two (2) additional paid days to be used when school is closed. The Crossing Guards must notify the Chief of their intention to use a paid day for this closing.

9. **Article 17 Part-time Employees:**
   Change E: Part-time employees shall receive **five (5)** prorated days off for sick or vacation use per calendar year. These days must be used in the calendar year they are earned.

10. The parties agree to modifications of typos that do not change the meaning of the contract.

11. This MOA represents a complete agreement of the parties. All other proposals, whether written or oral, submitted by either party during the course of the negotiations or otherwise related are deemed withdrawn.

12. The MOA is subject to ratification by the CWA and approval by the Maplewood Town Council with their respective rules and procedures and in accordance with any relevant laws.

13. The CWA and Maplewood Township agree to recommend the terms and conditions contained in this MOA to their respective constituents for approval and ratification.

14. The CWA will be responsible for preparing the successor collective negotiations agreement containing the modifications and amendments contained herein, subject to the review and approval of the Township.

15. The undersigned represent that they are authorized to enter into the MOA on behalf of their respective constituencies subject to the terms and conditions herein.

For CWA Local 1031:

Kathleen Hernandez, EVP
CWA Local 1031

Terry Jones, PEO

Peter Valestin, Mechanic

Anthony Tafro, Mechanic

For Maplewood Township:

Joseph Manning, MPA, CMFO, QPA
Township Administrator

Cesar Correa, MPA
Assistant Township Administrator