



Town of West New York
Administration Office
428-60th Street, Room 1
West New York, NJ 07093

Communications Workers of America AFL-CIO
Local 1045 – Town of West New York

MEMORANDUM OF AGREEMENT

The Town of West New York (the “Town”) and the Communications Workers of America AFL-CIO, Local 1045 (the “CWA”) agree to enter into a successor Collective Bargaining Agreement (“CBA”) with an effective term of January 1, 2021 through December 31, 2025. All provisions contained within the CBA shall remain the same unless otherwise specified in this Memorandum of Agreement (“MOA”). The terms and conditions set forth herein address the CWA’s demands in balance with the interests and welfare of the Town’s taxpayers and residents. This MOA is subject to ratification by the CWA and the Mayor and Board of Commissioners of the Town.

The parties, through legal counsel, shall draft and review the successor agreement for typographical, grammatical, and structural issues and shall make such non-substantive changes, including correcting all dates in the successor agreement to coincide with the new term. The parties’ CBA shall be redlined to incorporate this MOA upon the parties’ respective ratification.

1. **Term:** Five (5) year agreement (January 1, 2021 through December 31, 2025).
2. **Wages and Pension:** Article XVI, Section A., shall be amended to adjust the base pay of the employees covered by the CBA by 12.75% over the five (5) years as follows:
 - January 1, 2021 – Three percent - 3.00%
 - January 1, 2022 – Three percent - 3.00%
 - January 1, 2023 – Two and one quarter percent - 2.25%
 - January 1, 2024 – Two and one quarter percent - 2.25%
 - January 1, 2025 – Two and one quarter percent - 2.25%
3. **Medical-Surgical and Major Medical/Dental:** Article IX, Section A., shall be amended to provided that all active employees shall contribute Tier 4 P.L. 2011, C. 78 employee premium contributions towards their health care insurance. Subject to complete enrollment of the Town’s aligned and non-aligned personnel, the Town shall transition to the State Health Benefits Program as the health insurance provider. The Town shall provide benefit options substantially equivalent to SHBP NJ Direct 10, SHBP – HMO 10, SHP – NJ Direct PPO Early Retirement Plan, SHBP – HDHP 1500, and/or the CWA Unity Direct Plan.

Member health benefit and future retiree contributions shall be governed by the terms and rates set by New Jersey Statutes including N.J.S.A. 40A:10-21.1 and N.J.S.A. 52:14-17.28, et seq., (P.L. 2011, Chapter 78) as may be amended or modified by any applicable judicial ruling or legislation. The contribution rate toward healthcare for employees retiring following the ratification of this agreement will be governed pursuant to Chapter 48, which notes that retirees will pay a percentage of the premium based on their annual pension allowance. Effective January 1, 2021, employees that retire from the Town of West New York will be required to contribute no more but no less than 1.5% of their pensionable allowance towards retiree health benefits. Rate shall be revisited at discussion for successor agreement. Current retirees will have as an option their current plan and will contribute at their current contribution rates as of December 30, 2020.

Future retirees must meet the requirements of N.J.S.A. 40A:10-23, in addition to all PERS requirements, to be eligible to receive medical benefits in retirement. Retirees must have served at least 20 or more years of service with the Town of West New York at the time of retirement to be eligible for medical benefits in retirement.

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4. **FMLA/NJFLA:** Employees may use accrued and unused vacation, sick, and compensatory time concurrently with any eligible FMLA/NJFLA statutory medical/family leave period in accordance with State and federal law.
5. **Adjustments:** Employees in the attached **Appendix A** shall have a one-time salary adjustment on January 1, 2021. Adjustments shall only be applicable to the employees listed in **Appendix A** as follows:
 - a. Employees with 25 years of service or more shall be adjusted to include a one-time \$6,000 salary adjustment.
 - b. Employees with 15 years of service or more shall be adjusted to include a one-time \$4,000 salary adjustment.
 - c. Employees with 10 years of service or more shall be adjusted to include a one-time \$2,000 salary adjustment.
 - d. Tele-Communications Operators shall be adjusted to include a one-time \$6,000 salary equity adjustment (and shall be excluded from subsections a, b, and c of this section should they have the noted years of service). Tele-Communications Operators shall work the same rotating schedule as their assigned squad. All other provisions of the previous Side Bar agreement shall remain in effect and incorporated into the agreement.

The union expressly agrees that the foregoing adjustments satisfy all equitable concerns under law and/or contract pursuant to New Jersey and Federal law. Parties agree to separately negotiate classified title salary range adjustments, including possible salary guides for any future members of the bargaining unit at a later date during the term of this agreement.

6. **Longevity:** Article XII, Section II shall be amended as follows: Effective January 1, 2021, contractual longevity shall be based on a fixed dollar amount for all CWA unit members strictly based on base salary and years of service as follows:

Years of Service	SALARY LEVEL				
	<40,000	≥ 40,001 < 60,000	≥ 60,001 < 80,000	≥ 80,001 < 100,000	100,001+
Years 5-9	\$ 1,600	\$ 2,400	\$ 3,200	\$ 4,000	\$ 4,800
Years 10-14	\$ 2,400	\$ 3,600	\$ 4,800	\$ 6,000	\$ 7,200
Years 15-19	\$ 3,200	\$ 4,800	\$ 6,400	\$ 8,000	\$ 9,600
Years 20-24	\$ 4,000	\$ 6,000	\$ 7,900	\$ 9,700	\$ 11,500
Years 25+	\$ 4,800	\$ 7,200	\$ 9,500	\$ 11,500	\$ 13,100

7. **Article XXVII “Retraining”** shall be amended reflect the title: “Re-Training, Information Technology Use, and Operational Efficiency” and shall further be amended to provide that changes in equipment; particularly of an electronic, technological, communications, or mechanized nature; and the advancement of the same for purposes of operational efficiency and employee safety and security – are supported by both the Union and the Town. The Town is committed to provide appropriate instruction and training subject to available appropriations, operational needs, employee interests and ability, and scheduling.

Town Administration maintains the managerial prerogative to introduce technological improvements. Employees shall be furnished with policies and procedures for the use of technology (Town Information Technology Use Policy), which shall be updated annually to maintain parity with technological advances and comply with federal, state, and local law and employees shall acknowledge receipt of the same either through writ or by signing an acknowledgement form provided with the memorandum.

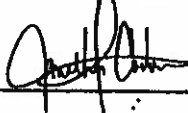
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- 8. **Agency Shop Fees:** The requirement regarding the Agency Shop Fee shall be applied consistent with the U.S. Supreme Court's June 27, 2018 decision in Janus v. AFSCME, Council 31, and the New Jersey Workplace Democracy Enhancement Act. Only the above applicable language shall be amended in the agreement.
- 9. The CBA shall be amended to incorporate the pertinent provisions of the Workplace Democracy Enhancement Act and any other mutually executed agreement(s) not already incorporated into the agreement.
- 10. If not stated herein, all applicable terms and conditions in the CBA shall remain the same and represents the complete understanding of the parties, except that all applicable federal or state laws that contradict any term in the CBA or this MOA shall supersede.
- 11. This Agreement is subject to ratification by the CWA's members and by the Mayor and Board of Commissioners and shall be effective immediately upon final authorized execution.

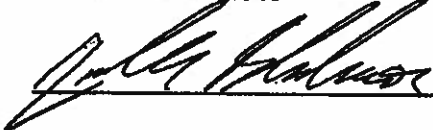
The undersigned parties agree to the terms above and said agreement shall be immediately enforced and incorporated into the parties' successor CBA.

TOWN OF WEST NEW YORK



Date: December 30, 2020

CWA LOCAL 1045



12/30/20

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www.westnewyorknj.org

#WEAREWNY





COMMUNICATIONS WORKERS OF AMERICA
LOCAL 1045

590 - 62nd Street, Ground Floor
West New York, New Jersey 07093

Public Workers

Telephone (201) 854-1384
Fax (201) 854-1469



MEMORANDUM OF AGREEMENT

The Town of West New York (the "Town") and the Communications Workers of America AFL-CIO, Local 1045 (the "CWA") have agreed to enter into a successor Collective Bargaining Agreement ("CBA") with an effective term of January 1, 2021 through December 31, 2025. In furtherance of this goal, the parties entered a Memorandum of Agreement ("MOA") dated December 30, 2020. All provisions contained within the CBA and the MOA dated December 30, 2020 shall remain in full force and effect with the exception of the amendment specified below, and in the attached Amended Appendix A.

The parties agree to the following:

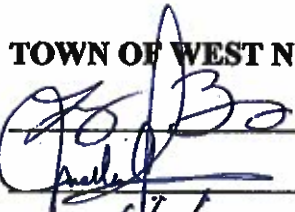
The MOA dated December 30, 2020 is hereby amended to delete Paragraph 5 in its entirety and shall be replaced as follows:



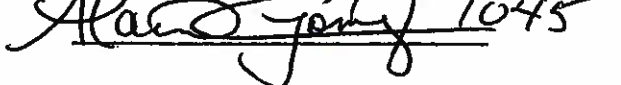
5. Adjustments: Employees in the attached Amended Appendix A shall have a one-time salary adjustment on January 1, 2021. Adjustments shall only be applicable to the employees listed in Amended Appendix A as follows:

a. Tele-communications Operators shall be adjusted to include a one-time \$6,000.00 salary equity adjustment. Tele-communications Operators shall work the same rotating schedule as their assigned squad. All other provisions of the previous Side Bar agreement shall remain in effect and incorporated into the agreement.

The union expressly agrees that the foregoing adjustments satisfy all equitable concerns under law and/or contract pursuant to New Jersey and Federal law. Parties agree to separately negotiate classified title salary range adjustments, including possible salary guides for any future members of the bargaining unit at a later date during the term of this agreement.

The undersigned parties agree to the terms above and said agreement shall be immediately enforced and incorporated into the parties' successor agreement.

TOWN OF WEST NEW YORK

Date: 6/9/21

CWA LOCAL 1045
 Kathleen Lardo, President 1045
 Nicholas, 1045 Staff Rep
 Alan, 1045

**TOWN OF WEST NEW YORK
COUNTY OF HUDSON, STATE OF NEW JERSEY**

RESOLUTION #R20-518

**RE: RATIFYING MEMORANDUM OF AGREEMENT WITH THE CWA LOCAL 1045
ON TERMS FOR A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT**

WHEREAS, the CWA Local 1405 and the Town, through its Municipal Administrators, (collectively the "Parties") have negotiated a Memorandum of Agreement ("MOA") on terms and conditions for a successor collective bargaining agreement ("CBA");

WHEREAS, the Parties are desirous of ratifying the terms and conditions set forth in the attached MOA were duly negotiated and executed with the CWA Local 1045;

NOW THEREFORE BE IT RESOLVED, that the Mayor and Board of Commissioners of the Town of West New York do hereby ratify and authorize the execution of the MOA, which was proposed and negotiated with the CWA Local 1045, attached hereto in form and substance as Exhibit A.

BE IT FURTHER RESOLVED, that the Mayor and Board of Commissioners of the Town of West New York do hereby authorize that the Mayor, Town Administrator, Chief Financial Officer, Municipal Clerk, and any other necessary official, officer or employee of the Town be and they are hereby permitted to execute any and all documents and to take any and all actions necessary to complete and realize the intent and purpose of this Resolution.

BE IT FURTHER RESOLVED, that the Mayor and Board of Commissioners of the Town of West New York do hereby authorize the Town Clerk to provide a copy of the executed Side Bar Agreement and First Amendments to be kept on file in the Municipal Clerk's Office.

Adopted: December 30, 2020

I, Adeliny Plaza, Deputy Town Clerk, of the Town of West New York, County of Hudson, do hereby certify the foregoing to be a true and correct copy of the above resolution adopted by the Mayor and Board of Commissioners of the Town of West New York at a meeting held on December 30, 2020



Adeliny Plaza, RMC, Deputy Town Clerk