

SIDE BAR AGREEMENT

Agreement made this 18th day of January 2011 by and between the Town of Westfield (herein the "Town") and Communication Workers of America, AFL-CIO (herein "CWA").

WHEREAS, the Town and CWA are parties to a Collective Negotiations Agreement (herein "CNA") covering the period January 1, 2008 through December 31, 2011; and

WHEREAS, the Town anticipates unusual financial difficulties with its 2011 budget; and

WHEREAS, CWA is willing to cooperate with the Town to produce savings in the 2011 budget consistent with protecting the interests of Town employees that it represents:


NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth the parties agree as follows:

1. Wages – Article 24 of the CNA will be deemed amended to provide that the 2.5% general wage increase effective 1/1/11 will only apply to those employees at the maximum of their pay grade who are not scheduled to receive a step increase in 2011. All other employees who are scheduled to receive a step increase will receive that step increase but no other wage increase for 2011.

2. Personnel Actions – In consideration of the amendment to Article 24 – Wages, set forth above the Town agrees that it will not reduce any full time employees represented by CWA to a part time position during calendar year 2011. If the Town is required to reduce any full time employee represented by CWA to a part time position,

IN WITNESS WHEREOF, the parties have set their hands and seals this
18th day of January 2011.

Veto L. Waller, own Nat'l Rep.
 L. Waller





HETTY ROSENSTEIN
NJ Area Director

January 19, 2011

James H. Gildea, Town Administrator
Town of Westfield
425 East Broad Street
Westfield, NJ 07090-2196

**VIA FACSIMILE
908-233-3077
& CERTIFIED MAIL**

Re: Town of Westfield and the Communications Workers of America,
AFL-CIO (CWA, Local 1040) – Sidebar Agreement

Dear Mr. Gildea:

I have enclosed a signed Sidebar Agreement concerning the Town of Westfield and the Communications Workers of America, AFL-CIO, Local 1040. The bargaining unit ratified the tenets of the agreement on January 13, 2011. Please obtain the appropriate signatures and return a copy of the Agreement to me.

If you have any questions or concerns, please contact me at the letterhead address or telephone number. Thank you in advance for your cooperation regarding this matter.

Sincerely,

Victor S. Waller
CWA Representative

VSW:jb
OPEIU Local 153, afl-cio

Enclosure

Copy to: Jessica Shaw, Staff Representative, CWA, Local 1040



TOWN OF WESTFIELD

JAMES H. GILDEA

ADMINISTRATOR

January 28, 2011

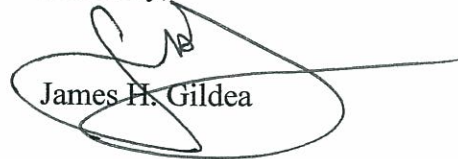
Communications Workers of America
AFL/CIO, District 1
1030 St. Georges Avenue, Suite 304
Avenel, New Jersey 07001
ATTN: Mr. Victor S. Waller

Dear Vic,

Please find the enclosed copy of the fully executed Side Bar Agreement for your records.

As always, thank you for your cooperation. If you have any questions please feel free to call my office.

Sincerely,



James H. Gildea

Enclosure

Cc: Frederick T. Danser, Labor Attorney (w/encl.)



SIDE BAR AGREEMENT

Agreement made this 14th day of January 2011 by and between the Town of Westfield (herein the "Town") and Communication Workers of America, AFL-CIO (herein "CWA").

WHEREAS, the Town and CWA are parties to a Collective Negotiations Agreement (herein "CNA") covering the period January 1, 2008 through December 31, 2011; and

WHEREAS, the Town anticipates unusual financial difficulties with its 2011 budget; and

WHEREAS, CWA is willing to cooperate with the Town to produce savings in the 2011 budget consistent with protecting the interests of Town employees that it represents:

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth the parties agree as follows:

1. Wages – Article 24 of the CNA will be deemed amended to provide that the 2.5% general wage increase effective 1/1/11 will only apply to those employees at the maximum of their pay grade who are not scheduled to receive a step increase in 2011. All other employees who are scheduled to receive a step increase will receive that step increase but no other wage increase for 2011.

2. Personnel Actions – In consideration of the amendment to Article 24 – Wages, set forth above the Town agrees that it will not reduce any full time employees represented by CWA to a part time position during calendar year 2011. If the Town is required to reduce any full time employee represented by CWA to a part time position,

IN WITNESS WHEREOF, the parties have set their hands and seals this

For CWA:

For Town of Westfield:

