



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 05/21/18 07:00 PM

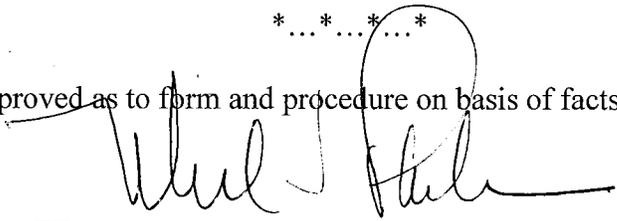
2018 RESOLUTION APPROVAL

RESOLUTION: SEEKING AUTHORIZATION TO EXECUTE A SETTLEMENT AGREEMENT WITH BLOOMFIELD FMBA LOCAL 19 AND EUGENE CANTELME V. BLOOMFIELD TWP.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey, hereby authorizes the Mayor to sign and the Township Clerk to attest the Settlement Agreement with Bloomfield FMBA Local 19 and Eugene Cantelme v. Bloomfield Twp.

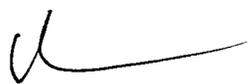
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Approved as to form and procedure on basis of facts set forth.



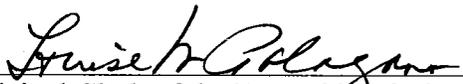
Director of Law-Township Attorney

I do hereby certify that the funding will be legally appropriated per the above information for the purpose specified in the attached contract. Furthermore, it has been represented to me that the contracts have been processed in accordance with the applicable provisions of New Jersey Local Public Contract Law and the Code of the Township of Bloomfield.

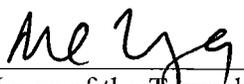


Chief Financial Officer

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on May 21, 2018.



Municipal Clerk of the Township of Bloomfield



Mayor of the Township of Bloomfield

<input checked="" type="checkbox"/> Vote Record – Resolution					
		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopt	Jenny Mundell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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	Sarah Cruz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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	Ted Gamble	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> First Reading	Richard Rockwell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Table with no Vote	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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					

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into this 8th day of May 2018 (“Effective Date”) between the Township of Bloomfield (“Township” or “Defendant”), on the one hand, and the Bloomfield Firemen’s Mutual Benevolent Association, Inc., Local No. 19 (“Bloomfield FMBA Local 19”) and Eugene Cantelme (“Cantelme” or the “Employee”) (hereinafter, Bloomfield FMBA Local 19 and Cantelme are collectively referred to as “Plaintiffs”), on the other hand. Defendant and Plaintiffs shall be referred to collectively as “the Parties.”

WHEREAS, the Township and Bloomfield FMBA Local 19 are parties to collective bargaining agreements that expired on December 31, 2014 (“Collective Bargaining Agreement”); and

WHEREAS, Cantelme is a firefighter employed by the Township and the president of the Bloomfield FMBA Local 19 which is the majority representative of its members employed by the Township as fire fighters below the rank of lieutenant; and

WHEREAS, since December 31, 2014, the Township and Bloomfield FMBA Local 19 have engaged in negotiations for approximately three years in an effort to reach an agreement on a new contract; and

WHEREAS, after Bloomfield FMBA Local 19 rejected the Township’s final offer on the collective bargaining agreement, on December 29, 2017 the Township filed a petition to initiate compulsory interest arbitration pursuant to *N.J.S.A. 34:13A-16* (“Compulsory Interest Arbitration”), which Arbitrator’s binding decision is expected by April 23, 2018; and

WHEREAS, on January 19, 2018, Plaintiffs filed the lawsuit captioned, *Bloomfield FMBA Local 19 and Eugene Cantelme v. Bloomfield Township*, Superior Court of New Jersey, Law Division, Essex County, Docket No. ESX-L-435-18, alleging violations of the Conscientious

Employee Protection Act (“CEPA”), *N.J.S.A. 34:19-1 et seq.*, against the Township (the “Action”), and seeking, among other things, preliminary restraints, on order to show cause, to delay or otherwise restrain the pending Compulsory Interest Arbitration, which hearing was scheduled initially for April 25, 2018 (“Order to Show Cause”); and

WHEREAS, on April 4, 2018, the Township filed opposition to the Order to Show Cause, and a cross-motion to dismiss the Action, with prejudice, for failure to state a claim; and

WHEREAS, on or about April 21, 2018, the Township made a final offer to resolve the Compulsory Interest Arbitration and all pending labor disputes by, between, and among the Parties, including the Action, which offer exceeded that which the Township was obligated to offer, and the Plaintiffs accepted the offer as memorialized in a Memorandum of Agreement (“MOA”) entered into between the Township and Bloomfield FMBA Local 19 on April 23, 2018; and

WHEREAS, the Township and Bloomfield FMBA Local 19 and Cantelme now desire to finally and completely resolve, compromise, and settle all disputes between and among the Parties pursuant to the terms and conditions set forth herein, including disputes with respect to the Compulsory Interest Arbitration and Action; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. CESSATION OF LITIGATION

As of the Effective Date, Bloomfield FMBA Local 19 and Cantelme shall cease prosecuting their claims against the Township in the Action.

2. DISMISSAL OF ACTION

Simultaneously with the execution of this Agreement, Bloomfield FMBA Local 19 and Cantelme agree to dismiss the Action with prejudice, and the Parties, through their respective counsel of record in the Action, shall execute a Stipulation of Dismissal with Prejudice (“Stipulation”) in the form annexed hereto as **Exhibit 1**, and Plaintiffs shall cause the executed Stipulation to be filed on the docket in the Action.

3. COMPLETE RELEASE – TOWNSHIP

In further consideration of the settlement herein, the Plaintiffs and their heirs, assigns and agents (hereinafter referred to collectively as “Releasor”) voluntarily enter into this Agreement, and certify that Releasor has not been threatened or coerced into signing this Agreement, on the terms which follow:

a. Releasor hereby releases, waives and discharges the Township, its affiliated departments, and its officers, trustees, agents, employees, successors and assigns (hereinafter collectively referred to as the “Releasees”) from each and every claim, demand, cause of action, obligation, damage, complaint, or action or writ of any kind, nature, character or description that Releasor had, now has, or may in the future have against the Releasees on account of or arising out of the Action or Compulsory Interest Arbitration, from the beginning of the world up through the Effective Date. This “Complete Release” includes, but is not limited to, any claim, demand, cause of action, obligation, claim for damages of any kind, complaint, expense, compensation, or action or writ of any kind, nature, character or description arising out of or under Federal, State or municipal statute or ordinance and any other law (whether such be common law, decisional law or statutory law), rule, regulation, executive order or guideline, and any and all claims for attorney’s fees and costs arising from the above acts including, but not limited to:

i. Any claim, cause of action, demand or complaint arising out of or under the New Jersey Law Against Discrimination (“NJLAD”) which, among other things, prohibits discrimination in employment on the basis of an individual’s race, creed, color, religion, sex, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, handicap, atypical hereditary cellular or blood trait or liability for service in the Armed Forces of the United States.

ii. Any federal claim, cause of action demand or complaint arising out of or under the Federal Title VII of the Civil Rights Act of 1964 (“Title VII”) or the Civil Rights Act of 1991, as amended, which, among other things, prohibit discrimination in employment on account of a person’s race, color, religion, sex or national origin.

iii. Any claim, cause of action, demand or complaint arising out of or under the Federal Age Discrimination in Employment Act of 1967, as amended (“ADEA”), which among other things, prohibits discrimination in employment on account of a person’s age.

iv. Any claim, cause of action, demand or complaint arising out of or under the Federal Americans with Disabilities Act (“ADA”), which, among other things, prohibits discrimination in employment on account of a person’s disability or handicap.

v. Any claim, cause of action, demand or complaint arising out of or under the Federal Family and Medical Leave Act (“FMLA”) which, among other things, entitles an employee to take reasonable leave for medical reasons for the birth or adoption of a child, and for the care of a child, spouse or parent who has a serious health condition and any claim, cause of action, demand or complaint arising out of or under the New Jersey Family Leave Act (“NJFLA”).

vi. Any claim, cause of action demand or complaint arising out of or under the Federal Rehabilitation Act of 1973, as amended, which among other things, prohibits discrimination in employment by Federal contractors against individuals with disabilities.

vii. Any claim, cause of action, demand or complaint arising out of or under the Federal Employee Retirement Income Security Act of 1974, as amended (“ERISA”), which among other things, regulates pension and welfare plans and prohibits interference with individual rights protected under that statute.

viii. Any claim, cause of action, demand or complaint arising out of or under the Federal Older Workers Benefit Protection Act (“OWBPA”) which, among other things, amends provisions of ADEA and prohibits discrimination in employment and employment benefits on account of a person’s age.

ix. Any claim, cause of action, demand or complaint arising out of or under the Conscientious Employee Protection Act (“CEPA”) which, among other things, prohibits retaliatory action by an employer against an employee who objects to practices that he/she reasonably believes are incompatible with a clear mandate of law or public policy concerning public health, safety or welfare.

x. Any claim, cause of action, demand or complaint arising out of or under the National Labor Relations Act, The Occupational Safety and Health Act The Equal Pay Act, The Fair Labor Standards Act, The Uniformed Services Employment and Reemployment Rights Act, or The New Jersey Occupational Safety and Health Act.

xi. Any other federal, state or local civil rights law, whistle-blower law or any other local, state or federal law, regulation or ordinance.

xii. Any other claims or causes of action as against the Township and Releasees.

The aforesaid list shall not be deemed exhaustive but by way of example and the recitation of a release of all claims as set forth in 3a shall not be diminished thereby.

b. Releasor has not and shall not hereafter seek money damages against the Township or the Releasees in any matter lodged within the New Jersey Division on Civil Rights, the U.S. Equal Employment Opportunity Commission or with any Federal, State or local court or agency which has been settled herein.

c. If Releasor violates this Complete Release by filing any claim, charge or complaint as prohibited above, Releasor agrees to pay all costs and expenses of defending against any such claim, charge or complaint incurred by Township and/or the Releasees, including reasonable attorney's fees and costs.

4. LIMITED RELEASE – PLAINTIFFS

Township hereby releases, waives and discharges Cantelme and Bloomfield FMBA Local 19 (and its affiliated officers, trustees, members, agents, and employees) from each and every claim, demand, cause of action, obligation, damage, complaint, or action or writ of any kind, nature, character or description that Township had, now has, or may in the future have against Plaintiffs stemming from the factual allegations asserted in the Action, from the beginning of the world up through the Effective Date. This "Limited Release" includes any claim, demand, cause of action, obligation, claim for damages of any kind, complaint, expense, compensation, or action or writ of any kind, nature, character or description arising out of or under Federal, State or municipal statute or ordinance and any other law (whether such be common law, decisional law or

statutory law), rule, regulation, executive order or guideline, and any and all claims for attorney's fees and costs stemming from the factual allegations asserted in the Action.

5. NON ADMISSION OF LIABILITY

This Agreement is executed and all consideration is given in final settlement of disputed claims, and shall not be construed as an admission of any allegation or of liability by the Township, by whom any such obligation or liability is expressly denied.

6. CONSULTATION WITH ATTORNEY

Plaintiffs have consulted with an attorney and/or union representative with respect to this Agreement and reviewed with union representative and/or attorney all of the terms and conditions of this Agreement prior to executing this Agreement.

7. REASONABLE PERIOD OF TIME

Employee agrees that he has been given a reasonable period of time of at least twenty-one (21) days within which to review and consider this Agreement prior to executing this Agreement, but that Employee may waive this twenty-one (21) day period by signing in the space provided at the end of this Agreement.

8. COMPLETE AGREEMENT

This Agreement contains the entire agreement between Plaintiffs and the Township, and each of them, with respect to the subject matter and supersedes all prior agreements or understandings dealing with the same subject matter. There is no agreement on the part of the Township to do anything other than as is expressly stated in this Agreement. This Agreement shall in all respects be interpreted, enforced and governed by the Laws of the State of New Jersey.

9. MODIFICATION

No modification or amendment of this Agreement will be enforceable unless it is in writing and signed by the party to be charged.

10. SEVERABILITY

Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby.

11. EMPLOYEE ATTESTS

Employee represents and warrants that he has carefully read each and every provision of this Agreement and that he fully understands all of the terms and conditions contained in each provision of this Agreement. Employee represents and warrants that he enters into this Agreement voluntarily, of his own will, without any pressure or coercion from any person or entity including, but not limited to, the Township and/or Releasees.

12. REVOCAION

Employee may revoke this Agreement within seven (7) days after the date this Agreement is executed by Employee. This revocation must take the form of written notice by Employee that Employee intends to revoke this Agreement. This revocation must be provided directly to Township's Labor Counsel, Angelo Auteri, Esq. This seven (7) day revocation period may not be waived by Employee.

13. EXECUTION IN COUNTERPARTS

This Agreement may be signed in multiple counterparts and the separate signature pages executed by the Parties may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto knowingly and voluntarily executed this Agreement as of the Effective Date:

Sworn and Subscribed to before me
this ____ day of May, 2018.

Notary Public
State of New Jersey

EUGENE CANTELME

**BLOOMFIELD FIREMEN’S MUTUAL
BENEVOLENT ASSOCIATION, INC., LOCAL NO.
19**

BY: _____

TOWNSHIP OF BLOOMFIELD

BY: _____

Dated: _____

WAIVER

By signing below, the undersigned hereby irrevocably elects to waive the 21 day period referred to in the 7th recital on page 7 of this Agreement.

EUGENE CANTELME

EXHIBIT 1

LIMSKY MITOLO
Merick H. Limsky, Esq. (032971997)
175 Fairfield Avenue, Ste. 1C
West Caldwell, New Jersey 07006
(201) 488-5300
mlimsky@limskymitolo.com
Attorneys for Plaintiffs

BLOOMFIELD FMBA LOCAL 19
and EUGENE CANTELME,

Plaintiffs,

v.

BLOOMFIELD TOWNSHIP,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY

DOCKET NO: L-435-18

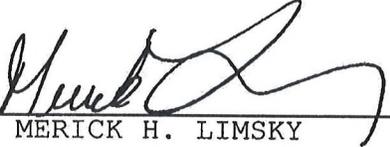
Civil Action

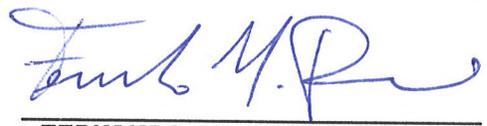
STIPULATION OF DISMISSAL
WITH PREJUDICE

By way of stipulation of all parties and in accordance with Rule 4:37-1(a), the parties hereby agree that the above captioned matter is dismissed with prejudice.

LIMSKY MITOLO
Attorneys for the Plaintiffs

SCARINCI HOLLENBECK
Attorneys for the Defendant

By: 
MERICK H. LIMSKY

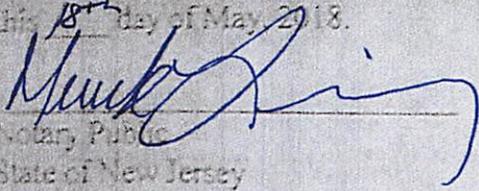
By: 
FERNANDO M. PINGUELO

Dated: 4/23/18

Dated: 4.23.2018

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto knowingly and voluntarily executed this Agreement as of the Effective Date:

Sworn and Subscribed to before me this 18th day of May, 2018.


Notary Public
State of New Jersey

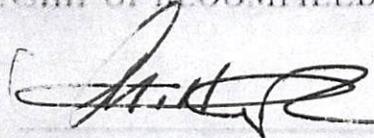
**MERICK H. LIMSKY, ESQ.
ATTORNEY-AT-LAW
STATE OF NEW JERSEY**


EUGENE CANTELME

BLOOMFIELD FIREMEN'S MUTUAL
BENEVOLENT ASSOCIATION, INC., LOCAL NO.
19

BY 

TOWNSHIP OF BLOOMFIELD

BY 

Dated: 6-4-18

WAIVER

By signing below, the undersigned hereby irrevocably elects to waive the 21 day period referred to in the 7th recital on page 7 of this Agreement.


EUGENE CANTELME