

## Memorandum of Agreement

This Memorandum of Agreement (MOA) is by and between Local 255, United Service Workers Union (USWU) and the Township of Monroe. This MOA is intended to incorporate the integration of certain employees formerly employed by the Monroe Township Municipal Utilities Authority (MTMUA) into the current White Collar Bargaining Unit represented by Local 255.

This MOA only covers White Collar employees.

The parties agree that the white collar employees in the below listed job titles shall be covered under the current CBA between the Township and Local 255 with the following modifications:

### General

1. The MTMUA shall now be referred to as the Utility Department.
2. Article 2-Recognition shall be amended as to include the following job titles, "Assistant Engineer, Utility Inspector, Utility I.S. Technician, Utility I.S. Specialist, Utility G.P.S Technician, Utility Receptionist, Utility Account Clerk, Utility Secretary, Utility Secretary Typist."
3. Article 7- Seniority shall be amended as follows" For the purposes of this Agreement, the Utility Department shall operate as its own departmental entity and the current collective bargaining unit (the unit) shall continue operating consistent with the current rules and practices.

Vacancies- when a vacancy occurs in the Utility department, it shall be first offered to the senior most qualified applicant within the Department. Likewise, for the current Unit. If the vacancy is not filled from within each respective department, it shall then be offered to the most senior qualified applicant from the rest of the unit.

Layoffs- In the event of a layoff, departmental seniority will prevail. If there is a reduction in force in the Utility department, the layoff will be from the Utility department. If there is a layoff in the current unit, the reduction in force will be from the current unit. There shall be no bumping between departments.

All other terms of the current CBA shall apply.

4. Hours of work- New Section shall be added as follows:

Utility Department Hours: 8:00 a.m. – 4:30 pm.

All other terms of Article 10 shall apply upon the effective date of the Memorandum of Agreement.

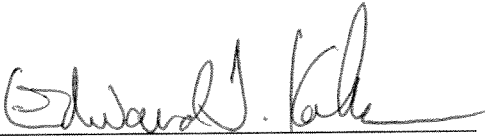
5. Article 10- Overtime- the language of the current CBA shall be controlling.

6. Each individual white collar employee covered under the CBA in the Utility department shall receive a 4.25% wage increase to their existing base salary effective February 1, 2009. Effective January 1, 2010 each individual white collar employee in the Utility department shall receive an additional 4.25% increase to their base salary.


7. Health insurance conversion shall take place on the earliest date allowed by the New Jersey State Health Benefits Plan.
8. Employees shall no longer be covered under the NJ State Disability program but will instead be eligible for the Township's extended sick leave program per the CBA between the parties.
9. Employees will be subject to the sick leave benefit cap pursuant to the CBA between the parties and will no longer receive the end of the year sick leave payout.
10. Uniforms- Current practice regarding Inspectors (Vision benefit or current boot allowance received by Blue collar employees) shall continue.
11. The effective date for all other benefit conversions (ie. Vacations, longevity, sick leave, personal days, compensatory time etc.) shall be June 1, 2009.  
The employees original date of hire with the MTMUA shall be considered an employees seniority date for benefit computation purposes.
12. The contract shall be in force relating to all other employment matters (ie. Grievance procedure, payment of union dues and direct union representation) shall be April 1, 2009.

Unless specified above, the terms of the existing agreement between the Township and Local 255 shall be controlling.

For the Union:

  
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Edward Kahn, Business Agent

For the Township:

  
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Wayne Hamilton, Business Administrator

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Jen McCreary, Shop Steward

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Joe Giampietro, Asst. Shop Steward

6-25-09  
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Date