

February 5, 2013

RESOLUTION 35-2013

Resolution approving the terms of a new Collective Negotiations Agreement between the Township of Medford and the and UAW Local No. 1612, Water and Sewer Employees

WHEREAS, the Collective Negotiations Agreement between the Township of Medford (“Borough”) and the UAW Local No. 1612, Water and Sewer Employees, (“UAW”) expired on December 31, 2012; and

WHEREAS, the Township and the UAW have been in negotiations for a new collective agreement since that time; and

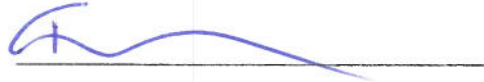
WHEREAS, representatives of the Township and the UAW involved in collective negotiations have reached an agreement on terms and conditions for a new collective negotiations agreement and have recommended those terms to the full membership of the UAW and the governing body of the Township of Medford for approval; and

WHEREAS, it has been determined by the Township Council that the terms agreed to by the parties, which are contained in a written memorandum of agreement, for the period from January 1, 2013 through December 31, 2015, will provide a fair and reasonable level of benefits and compensation for Township employees who are members of the UAW bargaining unit for the next three (3) years; now therefore

IT IS HEREBY RESOLVED this 5th day of February, 2013, that the Township Council hereby approve the terms of the Memorandum of Agreement negotiated between the Township and the UAW; and

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are hereby authorized and directed to sign any and all contracts, agreements or amendments necessary to effectuate these approved terms and conditions.

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Council of the Township of Medford, at a meeting on the 5th day of February, 2013.



Katherine E. Burger, CFO/Township Clerk

MEMORANDUM OF AGREEMENT

Township of Medford and UAW Local No. 1612, Water and Sewer Employees

The parties hereby agree to the following changes to the 2009-2012 collective bargaining agreement, subject to formal approval/ratification by their respective bodies:

Article XXX. Term – Three years 2013-2015

Article IX. Seniority

F. Revise to read as follows:

Layoffs shall take place in inverse order of seniority. Employees with greater seniority may only bump less senior employees with respect to a job title currently held, or previously held, by the more senior employee. Recalls from layoffs shall be made in inverse order of layoff by seniority. Employees are only eligible for recall to a job title that they previously held in the Township of Medford. Employees may only bump into a position or be recalled to a position for which they can demonstrate the required skill and ability. Recall rights shall be for eighteen (18) months.

H. Eliminate entire provision.

Article X. Wages/Meal Allowance

A. Salary increases:

January 1, 2013	0%
July 1, 2014	1.75%
July 1, 2015	2.0%

D. Eliminate meal allowance provision.

In recognition of the elimination of the meal allowance the sum of \$100 will be rolled into each employee's base pay on January 1, 2013 and January 1, 2014.

Article XVII. Uniforms.

Effective January 1, 2014 the uniform allowance will increase to \$325.

actual service with the Township shall receive retiree health benefits in accordance with the benefits provided by the plan in place for current employees until the retiree reaches age sixty-five (65) or the death of the retiree and shall contribute either (1) 25% of the cost of the coverage; (2) the percentage of premium cost contained in the schedule attached hereto as Addendum A, or 1.5% of the retiree's monthly retirement pension allowance including cost of living adjustment, whichever amount is greater.

These benefits shall cease upon the retirees eligibility for Medicare/Medicaid Part B coverage at which point the Township shall pay the amount required for Part B coverage for the life of the retiree. All other benefits coverage, if any, shall be at the retiree's sole cost and expense.

Employees covered by this agreement hired after January 1, 2013 who retire with twenty-five years of service in the New Jersey State Pension System and with twenty-five years of actual service with the Township shall receive retiree health benefits in accordance with the benefits provided by the plan in place for current employees until the retiree reaches age sixty-five (65) or the death of the retiree and shall contribute either (1) 50% of the cost of the coverage; (2) the percentage of premium cost contained in the schedule attached hereto as Addendum A, or 1.5% of the retiree's monthly retirement pension allowance including cost of living adjustment, whichever amount is greater.

These benefits shall cease upon the retirees eligibility for Medicare/Medicaid Part B coverage at which point the Township shall pay the amount required for Part B coverage for the life of the retiree. All other benefits coverage, if any, shall be at the retiree's sole cost and expense.

Retiree contributions shall be made through the withholding of the required contribution from their monthly retirement allowance in an amount determined by applying the amount of their annual retirement allowance and any future cost of living adjustment thereto.

H. Waiver is capped at 25% of savings or \$5,000, whichever is less.

The Township will be changing to a non-state health benefits plan that will replace the language contained throughout Article XXIII with respect to the reference to the Health Plan.

XXIV General Provisions

A. All employees will be provided with a copy of their job description within thirty (30) days of the ratification of a new agreement.


B. Modify to read as follows:

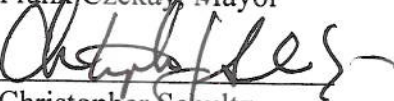
“Employees shall not be required to perform work outside of the duties set forth in their job descriptions on a regular basis.”


Add section F to read as follows:

F. Prior to the Township subcontracting work normally performed by bargaining unit employees, the Township will provide the union with the opportunity to offer alternatives that may be more cost efficient and/or effective. It is understood that the Township will maintain its right to subcontract for reasons of economy, efficiency and the operational needs of the Township.

Township of Medford

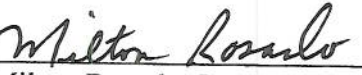
By: 
Frank Czekay, Mayor


By: 
Christopher Schultz,
Township Manager

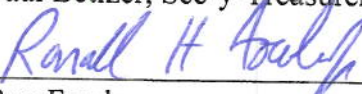
By: 
Katherine Burger,
Municipal Clerk

UAW Local ¹⁶¹² ~~CWA Local 1612~~

By: 
Tony DiClemente, President

By: 
Milton Rosado, International
Representative Region 9

By: 
Paul Betzler, Sec'y-Treasurer

By: 
Ron Fowler

By: 
Dave Frake