

**W/S RESOLUTION 2019-35**

**RESOLUTION OF THE TOWNSHIP OF STAFFORD, COUNTY OF OCEAN, STATE OF NEW JERSEY APPROVING AND AUTHORIZING THE EXECUTION OF A SIDEBAR AGREEMENT WITH THE UTILITY WORKERS UNION OF AMERICAN AFL-CIO AND ITS LOCAL 503**

**WHEREAS**, This **SIDEBAR AGREEMENT** (hereinafter referred to as the “Agreement”) is made this 15<sup>th</sup> day of October, 2019, between the Township of Stafford (hereinafter referred to as the “Township”) and the Utility Workers Union of American AFL-CIO and its Local 503 (hereinafter referred to as the “Union”), on behalf of the blue-collar employees.

**WHEREAS**, the Township and the Union are parties (hereinafter referred to as the “Parties”) to a collective negotiations agreement for blue-collar employees (hereinafter referred to as the “Utility Contract”) for the period of January 1, 2017 through December 31, 2020; and

**WHEREAS**, the Township and the Union are desirous of appointing a Mark-Out Person with CDL (“Mark-Out Person”); and

**WHEREAS**, the title of Mark-Out Person is not recognized by the salary guide for Employees Hired after January 1, 2017 in Article 21 of the Utility Contract; and

**WHEREAS**, the Township and the Union also agree that the Wage Schedule in Article 21 of the Utility Contract contains a calculation error for the Meter Specialist with CDL; and

**WHEREAS**, the Township and the Union desire to amend the Wage Schedule to accurately reflect the salary of the Meter Specialist with CDL.

**NOW, THEREFORE**, be it resolved by the Mayor and Council of the Township of Stafford, County of Ocean, State of New Jersey, that the sidebar agreement between the Township and the America AFL-CIO and its Local 503 is hereby approved, and the Mayor is duly authorized to execute same

**CERTIFICATION**

**I, LINDA A. MARTIN, Municipal Clerk of Stafford Township, do hereby certify that the foregoing resolution was duly adopted by the Stafford Township Council on the 15th day of October, 2019.**

A handwritten signature in cursive script that reads "Linda A. Martin". The signature is written in black ink and is positioned above a horizontal line.

**Linda A. Martin**

**Stafford Township Municipal Clerk**

**SIDEBAR AGREEMENT**  
**TO THE COLLECTIVE NEGOTIATIONS AGREEMENT**  
**BETWEEN THE TOWNSHIP OF STAFFORD**  
**AND THE UTILITY WORKERS UNION OF AMERICA AFL-CIO**  
**AND ITS LOCAL 503**

This **SIDEBAR AGREEMENT** (hereinafter referred to as the “Agreement”) is made this 15<sup>th</sup> day of October, 2019, between the Township of Stafford (hereinafter referred to as the “Township”) and the Utility Workers Union of American AFL-CIO and its Local 503 (hereinafter referred to as the “Union”), on behalf of the blue-collar employees.

**WHEREAS**, the Township and the Union are parties (hereinafter referred to as the “Parties”) to a collective negotiations agreement for blue-collar employees (hereinafter referred to as the “Utility Contract”) for the period of January 1, 2017 through December 31, 2020; and

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**WHEREAS**, the title of Mark-Out Person is not recognized by the salary guide for Employees Hired after January 1, 2017 in Article 21 of the Utility Contract; and

**WHEREAS**, the Township and the Union also agree that the Wage Schedule in Article 21 of the Utility Contract contains a calculation error for the Meter Specialist with CDL; and

**WHEREAS**, the Township and the Union desire to amend the Wage Schedule to accurately reflect the salary of the Meter Specialist with CDL.

**NOW, THEREFORE**, the Parties, through their respective representatives and legal counsel, having engaged in the negotiations in order to cooperatively resolve the within matter, and being duly authorized, agree as follows:

1. The title of Mark-Out Person with CDL shall be added to the salary guide for Employees Hired After January 1, 2017, under the section of Article 21 entitled, “Skilled Laborers/Mechanics/Equipment Operator.”

2. The addition to the salary guide shall read as follows:

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<b>Mark-Out Person with CDL</b>	N/A	N/A	\$21.00	\$21.42

3. In order to correct the calculation error, the Wage Schedule shall be revised as follows:

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<b>Meter Specialist W/CDL</b>	\$32.79	\$33.45	\$34.34	\$35.03


4. The terms of this Agreement shall be incorporated into the Utility Contract and into any other successor agreements. Any portion of the Utility Contract not specifically addressed by this Agreement remains unchanged.

5. The Precatory Phrases are not mere recitals, but are incorporated by reference and made part of this Agreement.

6. This Agreement shall constitute final resolution of this matter and all claims – past, present and/or future – arising from it.

7. This Agreement shall not be precedent setting and may not be used in any subsequent proceeding concerning any other matter, claim, grievance, or proceeding of any kind whatsoever.

**For the Utility Workers Union of  
America AFL-CIO and its Local 503**

  
**Shawn Garvey, National Representative  
(duly authorized)**

Date: 10/16/19

**For the Township of Stafford**

  
**Gregory W. Mehre, Mayor**

Date: 10/15/2019

  
**Matthew von der Hayden,  
Business Administrator**

Date: 10/15/2019