

MEMORANDUM OF AGREEMENT

Township of Medford and UAW Local No. 1612

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 I. Term – Three years January 1, 2013- December 31, 2015

Article VIII. Hours and Overtime

C – 2 - Eliminate and replace with following:

Only time actually worked by the employee shall be considered in determining entitlement to overtime pay.

D. Revise to guarantee two (2) hours compensation for recall or call-ins.

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.

New Section M.

Bargaining unit employees may be assigned on a temporary basis to serve as Crew Leader responsible for supervising a work crew. An employee assigned as "Crew Leader" will be entitled to an additional \$2.00 per hour for all hours assigned as "Crew Leader". Crew Leaders will not have the authority to discipline employees but will be authorized and expected to provide information to the Supervisors and/or the Department Head with regard to employee conduct and performance that may be used in a determination to discipline an employee.

Crew Leaders will be selected by the Department Head from the members of the work crew based on number of factors including work performance, seniority and disciplinary record and such selection will not be subject to the grievance procedure.

Article XVII Uniforms.

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

Article XXI. Vacation/Personal Days

Add the following at the end of the paragraph:

Employees will be permitted to use personal time in two (2) hour intervals up to four (4) times per year. When personal time is used in a two (2) hour interval it must be used either at the beginning or the end of the work day.

Article XXII WORKERS COMPENSATION

- A. Add language to clarify that payment of the salary difference for the injured employee shall be provided for no more than one calendar year.

Article XXIII. HEALTH, WELFARE AND FRINGE BENEFITS.

- A. Change language in second sentence to remove reference to "equal to".

Add at the end of paragraph

Beginning on January 1, 2013, employees shall contribute to the cost to their health insurance benefits in accordance with the chart attached as Addendum B.

Each employee will contribute the percentage of premium cost as set forth in the Addendum A, or 1.5% of their annual base salary, whichever amount is greater, towards the cost of health benefits.

- B. The Township reserves the right to change health benefit providers as long as the level of coverage is “substantially similar” to the level of coverage previously provided.

Change last sentence to last sentence to read:

The Township will notify the union of any changes in benefits plans or providers at least thirty (30) days before the change takes place.

- G. Revise to read as follows:

Employees covered by this agreement hired on or before January 1, 2013 who retire with twenty-five years of service in the New Jersey State Pension System and with twenty 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) 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 ay future cost of living adjustment thereto.

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

The Township is considering a change to non-state health benefits plan that would 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. *Employees will be cross-trained in all areas of their job descriptions. The scheduling of training will begin with the most senior employees and end with the least senior.*

Add section G to read as follows:

G. *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.*

XXX. Driver's License

Revise third paragraph to eliminate 6 month provision and any language exempting current employees and to read as follows:

An employee required to hold a driver's license for their employment and who has his or her driver's license suspended or revoked shall resign his or her employment. If the employee refuses to resign the Township shall commence termination proceedings. If an employee is able to have his or her license and/or driving privileges reinstated prior to the completion of any disciplinary proceeding, the Township will reconsider its decision to seek the termination of an employee who has had his or her license suspended or revoked.

The Township reserves the right to take disciplinary action, up to and including termination, against an employee who operates a Township vehicle after his or her driver's license or driving privileges have been suspended or revoked.


All proposals submitted by the parties during negotiations and not included herein are deemed withdrawn. This Memorandum of Agreement between the Township of Medford and UAW Local No. is entered into on this 5th day of February, 2013.


Township of Medford

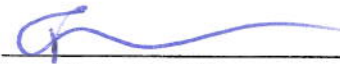
UAW Local ¹⁶¹²~~CWA Local 1032~~


By: 
Frank Czekay, Mayor

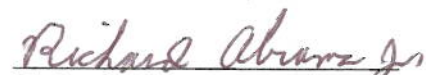
By: 
Tony DiClemente, President

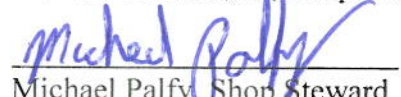
By: 
Christopher Schultz,
Township Manager

By: 
Milton Rosado, International Representative
Region 9

By: 
Katherine Burger,
Municipal Clerk

By: 
Paul Betzler, Sec'y/Treasurer

By: 
Richard Abrams, Jr., Shop Chairman

By: 
Michael Palfy, Shop Steward