

RESOLUTION

WHEREAS, the Governing Body has reached an Agreement with International Brotherhood of Electrical Workers, Local Union 1303 with regard to a final negotiated settlement of a new contract for the period of January 1, 2013 to December 31, 2015 between said union and the Borough of South River.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Mayor and Council of the Borough of South River that the said Memorandum of Agreement with International Brotherhood of Electrical Workers, Local Union 1303 for the period of January 1, 2013 to December 31, 2015 is approved.

BE IT FURTHER RESOLVED that the appropriate Borough Officials are hereby authorized to execute the same on behalf of the Borough of South River.

DATED: MARCH 25, 2013

/s/ Thomas Roselli  
Councilmember

/s/ Peter Guindi  
Councilmember

ROLL CALL VOTE

YEAS: Guindi, Haussermann, Hutchison, Jones, Roselli, Vaughn

NAYS: None

CERTIFIED COPY OF THE ORIGINAL  
FILED IN THE OFFICE OF THE  
BOROUGH CLERK, SOUTH RIVER, N.J.

DATED 4/3/13

PATRICIA E. O'CONNOR, RMC  
BOROUGH CLERK [Signature]

BA  
CPO  
PR/ROLL  
IBEW 1303  
FILE

## MEMORANDUM OF AGREEMENT

The BOROUGH OF SOUTH RIVER, South River, New Jersey (hereinafter called the "Borough" or "Employer") and IBEW Local 1303 (hereinafter called the "IBEW") hereby agree to this Memorandum of Agreement dated November 27, 2012 with respect to a successor collective bargaining agreement between the parties. This Agreement is subject to ratification of the parties. The parties agree to recommend ratification of this Agreement to their respective membership (the Borough Council and IBEW members, respectively).

The terms of the Memorandum are as follows:

- (1) The term of the successor agreement shall be from January 1, 2013 to December 31, 2015.
  - (2) All terms of the existing contract shall remain in full force and effect, except as modified by this memorandum.
  - (3) The parties shall mutually create and agree upon a successor collective bargaining agreement from the terms of this memorandum. All other terms and conditions previously agreed to by the parties shall be deemed incorporated into this memorandum.
  - (4) Article 4, D. Step Three will be clarified that only the Union or Employer may file for arbitration.
  - (5) Article 14 will be clarified to eliminate probationary status and extend provisional status for 12 months for any employee hired on or after January 1, 2013.
  - (6) In Article 20, add a new paragraph B., which shall provide that "Employees requested for mutual aid will be paid their hourly rate set forth in this
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agreement, or the hourly rate of the requesting entity, whichever is higher, for all hours worked in a mutual aid capacity.”

(7) Article 21, D. will be amended by changing “Director of Public Works” to “Borough Administrator.”

(8) The first sentence of Article 22, A. will be amended to replace “Blue Cross Blue Shield, Rider J and Major Medical Coverage” with “New Jersey State Health Benefits Plan.”

(9) The second sentence of Article 22, A. will be eliminated and replaced with the following: “Effective January 1, 2013, all employees shall be required to contribute towards the cost of the premium for all health insurance provided under this article pursuant to Public Law 2011, Chapter 78, and in no instance will the contributions for all health insurance received under this Agreement be less than 1.5% of his/her salary.”

(10) In Article 22, a new paragraph F. will be added, which shall provide that “Employees currently receiving Borough-paid medical and prescription insurance, and who have proven alternative health coverage, may elect to forego participation in the Borough provided medical and prescription insurance coverage. Employees who make such an election will receive an annual lump sum payment equal to 25% of the least expensive medical plan the employee is eligible to select, up to a maximum of \$4,000, whichever is lesser.

(11) In Article 25, change “Council’s designee” to “Borough Administrator” in paragraphs B and C.

(12) In Article 30, Wages shall be increased across the board as follows: 2% in 2013; 2% in 2014; and 2% in 2015.

(13) In Article 31, paragraph A will be eliminated.

(14) In Article 31, add phrase that longevity shall be eliminated for any employee hired on or after January 1, 2013.

(15) Article 40, B. will be eliminated and replaced with the following:

"Employees shall be scheduled for weekly standby on a rotating basis. Standby time shall be considered to commence at 7:00 a.m. on Monday and terminate at 7:00 a.m. the following Monday. Employees scheduled for standby will be paid forty (40) hours for this service at their normal rate of pay."

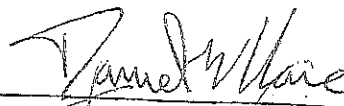
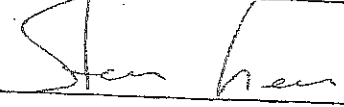
(16) Article 40, C. will be amended to reflect that the Borough may terminate the weekly standby program.

(17) Article 41 shall be amended to provide that the normal work hours of employees will be Monday through Friday 7:00 a.m. to 3:30 p.m., which time shall include one-half (1/2) hour of unpaid lunch. Employees need not punch out for lunch.

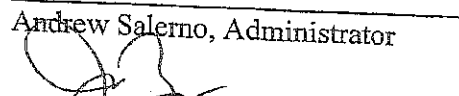
(18) Clarify in Appendix A that effective January 1, 2013, the Training Facilitator receives the stated hourly rate irrespective of whether there are apprentices.

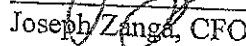
(19) Article 44 will be modified to reflect the correct dates of duration of this three (3) year contract.

IBEW LOCAL 1303

  
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BOROUGH OF SOUTH RIVER

  
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Andrew Salerno, Administrator

  
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Joseph Zanga, CFO