

RESOLUTION AGREEMENT

THIS AGREEMENT is entered on this 12th day of December 2022.

WHEREAS, the Old Bridge Board of Education ("the Board") and the Old Bridge Education Association ("the OBEA") are parties to a Collective Bargaining Agreement in place from July 1, 2019 through June 30, 2024; and

WHEREAS, the OBEA on July 5, 2022 filed a grievance, which is pending arbitration, pertaining to the 2021-2022 longevity entitlements of certain members under Article X and Schedule A of the parties' agreement, and the Board disputes such claims on contractual and timeliness bases under Articles III and X of the parties' agreement; and

WHEREAS, the parties' authorized representatives have discussed amicable resolution of this claim without the allocation of further time or expense to either party:

NOW, THEREFORE, the parties are in agreement as follows:

1. The parties mutually acknowledge that the (5) individually named grievants were moved to their adjusted longevity steps as of June 1, 2022, and that their longevity step placements as of June 1, 2022, and continuing through the present, are correct.
2. The Board shall pay the five (5) individually named grievants an amount equal to fifty percent (50%) of the difference between the longevity amount actually paid in September 2021 through May 2022 and the amount claimed by the OBEA, as follows:

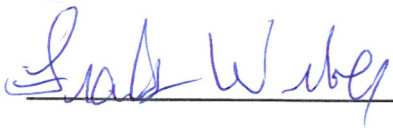
D. Alfano	\$885.15
V. Grasso	\$885.15
M. Magnuson	\$454.50
J. Shuster	\$885.15
R. Yenilavage	\$454.50
3. Payments made pursuant to this agreement shall be made directly to the individual grievants as settlement payments, and will not be considered pensionable compensation. The individuals and the Board shall have no obligation for retroactive 2021 or 2022 pension contributions or adjustments as a result of these payments.
4. The Board issues payment in this amount, and the OBEA accepts payment in this amount in full and final settlement of this matter, and as resolution of any and all claims for longevity payments made to OBEA members for the 2021-2022 contract year and continuing through the date of this agreement.
5. In consideration of the foregoing resolution, upon the listed members' receipt of payment as set forth herein, the OBEA, on behalf of itself and its membership, withdraws with prejudice Grievance 3111, filed July 5, 2022, and shall notify PERC accordingly.

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6. The foregoing constitutes the parties' entire agreement as to this matter. No additional agreements are made by, nor any other Collective Bargaining Agreement language changed, by this agreement unless confirmed in writing and executed by both parties.
7. In entering this agreement, the parties understand and acknowledge that they are not re-opening their 2019-2024 Collective Bargaining Agreement, nor has said Agreement expired. All terms and conditions of employment set forth in said Agreement remain binding and in full force and effect except as set forth herein.

Dated: 12/12/22

FOR THE BOARD:



FOR THE OBEA:



D. Alfano			
Longevity 2021 – 2022	Less Longevity Paid 21-22	Less June 2022 Payment	Balance Due
7,522	5,555	196.70	\$1,770.30

V. Grasso			
Longevity 2021 – 2022	Less Longevity Paid 21-22	Less June 2022 Payment	Balance Due
7,522	5,555	196.70	\$1,770.30

M. Magnuson			
Longevity 2021 – 2022	Less Longevity Paid 21-22	Less June 2022 Payment	Balance Due
6,686	5,676	101.00	\$909.00

J. Shuster			
Longevity 2021 – 2022	Less Longevity Paid 21-22	Less June 2022 Payment	Balance Due
7,675	5,708	196.70	\$1,770.30

R. Yenlavage			
Longevity 2021 – 2022	Less Longevity Paid 21-22	Less June 2022 Payment	Balance Due
6,718	5,708	101.00	\$909.00

Total Cost to Settle			\$7,128.90
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50% due to
employees
Joe Mann