

## MEMORANDUM OF AGREEMENT

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The Township of Robbinsville (“Township”) and Teamsters Local No. 35, Dispatchers (“Teamsters”), hereby agree to this Memorandum of Agreement, dated April 27, 2015, with respect to a successor collective negotiations 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 Township Council and Teamster members, respectively).

The terms of the Memorandum are as follows:

1. The term of the successor agreement shall be from January 1, 2015 to December 31, 2017 and Article 39 (XXXIX) will be modified to reflect these dates.
2. Change all Articles from Roman numerals to Arabic numbers.
3. All terms of the existing contract shall remain in full force and effect, except as modified by this Memorandum.
4. The parties shall mutually create and agree upon a successor collective negotiations agreement from the terms of this Memorandum.
5. Article 3 shall be amended to state that no more than 2 employees may attend meetings, conferences or negotiations without loss of pay.

6. **Article 6** shall be amended to clarify that termination during the probationary period is not subject to the arbitration provisions of this agreement.

7. **Article 9**, paragraph B shall be amended to state that no more than 2 employees may attend negotiations without loss of pay.

8. **Article 10**, MEDICAL BENEFITS UPON RETIREMENT, will be amended as follows:

“ANY EMPLOYEE WHO HAD LESS THAN 20 YEARS OF SERVICE IN THE PUBLIC EMPLOYEE RETIREMENT SYSTEM AS OF JUNE 28, 2011 AND WHO RETIRES AFTER 1/1/15 SHALL PAY 1.5% OF HIS RETIREMENT ALLOWANCE TOWARD THE COST OF HEALTH CARE OR THAT AMOUNT REQUIRED BY LAW, WHICHEVER IS GREATER.”

9. **Article 10**, paragraph B, DENTAL INSURANCE, will be amended as follows:

EMPLOYEES SHALL BE PROVIDED WITH DENTAL INSURANCE UNDER THE SAME PLAN AS PROVIDED TO NON-UNION EMPLOYEES AND THE TOWNSHIP SHALL PAY THE FULL COST FOR THE BASIC DENTAL PLAN FOR THE EMPLOYEE AND HIS/HER DEPENDENTS, IF ANY. IF THE EMPLOYEE WISHES TO BE COVERED BY THE PREMIUM DENTAL PLAN, THE EMPLOYEE MUST PAY THE DIFFERENCE IN THE COST BETWEEN THE BASIC PLAN AND THE PREMIUM PLAN.

10. **Article 10** will add a new paragraph E, which will state: “Effective January 1, 2015, the Township shall not provide employees with an incentive payment for waiving health benefits.”

11. **Article 10**, paragraph E.ii. will be amended to read as follows:

“For purposes of this Section E, “retirement” is defined to mean the end of employment with the Township after an employee reaches his or her fifty-fifth

(55<sup>th</sup>) birthday and after the employee has accumulated twenty-five (25) years in the Public Employee Retirement System (PERS) and is eligible to collect a service retirement pension from PERS. Only those employees who have completed a total of twenty-five (25) years of government employment in PERS are eligible to purchase and/or obtain medical benefits through the Township, although that service could include years other than in the Township.”

12. Paragraph C.2. of **Article 12** (permitting vacation pay to be paid in advance) will be ELIMINATED.

13. The salaries in **Article 13** shall be increased across the board as follows:

2% on January 1, 2015 over 2014 salaries;

2% on January 1, 2016 over 2015 salaries; and

2% on January 1, 2017 over 2016 salaries.

14. Add new paragraph to **Article 13** which will provide a stipend of \$2,000.00 per year, effective in 2015, to the two employees who serve as T.A.C. and Assistant T.A.C., which stipend shall be paid in a lump sum in November.

15. **Article 15** will be modified with the addition of the bolded language:

“Employees required to testify or appear in any court, not during a regular work schedule, relating to matters resulting out of the performance of his/her duties, shall be compensated for actual time spent at court only, **except that employees shall not be compensated for time lost due to court in which they are the plaintiff in an action against the Township.**”

16. **Article 17** will be rewritten to state that “Employees who have to travel as part of their official duties with the Township are required to use a Township vehicle for such travel and shall not use their personal vehicle.”

17. In **Article 19**, add language that requires each employee, no later than June 1, 2015, to have their paycheck electronically deposited into their bank account.

18. In **Article 28**, clarify paragraph C.4. that only the Union may seek arbitration.

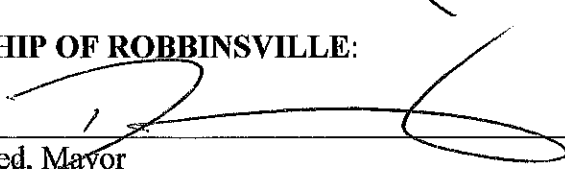
19. In **Article 28**, clarify paragraph C.4. that the time period to file for arbitration runs from the Mayor’s decision at Step Three.

20. In **Article 28**, eliminate the first sentence of paragraph D.6.

21. In **Article 28**, clarify paragraph E.5. that other employees will be paid only if their attendance is required by the Township.

22. In **Article 32**, eliminate paragraph A (Savings Bond Plan).

**TOWNSHIP OF ROBBINSVILLE:**

  
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David Fried, Mayor

5-15-15  
Date


  
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Joy Tozzi, Township Administrator

5/27/15  
Date

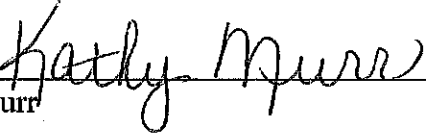
**TEAMSTERS LOCAL NO. 35:**



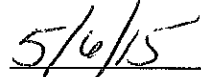
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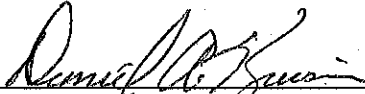
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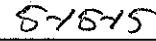
Kathy Murr



Date



Daniel A. Kreiser, President Teamsters Local No. 35



Date