

RESOLUTION NO. 22-131
RESOLUTION RATIFYING MEMORANDUM OF AGREEMENT (“MOA”)
WITH THE BLUE AND WHITE COLLAR SUPERVISORS UNIT OF CWA
LOCAL 1075

WHEREAS, the Township of Middletown (the “Township”) and the Blue and White Collar Supervisors Unit of the Communications Workers of America Local 1075 (the “Union”) were parties to a Collective Bargaining Agreement (“CBA”) covering the period of January 1, 2020 through December 31, 2020; and

WHEREAS, the Township and the Union have been engaged in good faith negotiations for the purpose of reaching terms and conditions for a successor CBA; and

WHEREAS, the Township’s and the Union’s negotiating teams have recommended ratification of a MOA establishing new CBA terms and conditions covering the period of January 1, 2021 through December 31, 2026, and the Union having already ratified the same.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Middletown in the County of Monmouth, State of New Jersey that the MOA amending and supplementing the CBA with the Union for the period of January 1, 2021 through December 31, 2026 is hereby ratified by the Township pursuant to the terms and conditions of the MOA annexed hereto and made part hereof.

BE IT FURTHER RESOLVED by the Township Committee of the Township of Middletown in the County of Monmouth, State of New Jersey that the Mayor and Township Clerk are hereby authorized and directed to execute the ratified MOA annexed hereto and made part hereof on behalf of the Township along with revisions to the CBA reflecting the same.

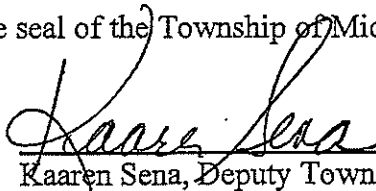
MIDDLETOWN TOWNSHIP COMMITTEE

Committee Member	Approved	Opposed	Recuse	Absent
R. Clarke	X			
R. Hibell	X			
K. Kratz	X			
K. Settembrino				X
Mayor Perry	X			

CERTIFICATION

I, Kaaren Sena, Deputy Township Clerk of the Township of Middletown, hereby certify the foregoing to be a true copy of a resolution adopted by the Middletown Township Committee at their meeting held April 18, 2022.

WITNESS, my hand and the seal of the Township of Middletown this 18th day of April 2022.



 Kaaren Sena, Deputy Township Clerk

Middletown Blue Collar and White Collar Supervisors Unit

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Township of Middletown (herein the "Township") and the Blue Collar and White Collar Supervisors Unit, Communications Workers of America Local 1075 (herein the "Union.")

Whereas, the Township and the Union are parties to a collective negotiations agreement ("CNA") with a term of January 1, 2020 through December 31, 2020; and

Whereas, the Township and the Union have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor CNA; and

Whereas, The Township and the Union have agreed upon the terms of a successor agreement effective January 1, 2021 through December 31, 2026; and

Whereas, the terms of the successor agreement are subject to ratification by the membership of the Union and the Township; and

Whereas, the negotiating committees for the Township and the Union unanimously agree to recommend this agreement for ratification and approval;

Now, Therefore, in consideration of the mutual covenants, promises, and undertakings herein set forth, the Township and the Union agree as follows:

Article 2 – Hours Of Work:

Add: Language regarding flexible schedules.

The Union and the Township agree to allow the Township to hire a Supervisor or Supervisors to be assigned to work a non-traditional schedule, that is to say a regular set schedule that is outside of the standard work week. These schedules may include evenings and/or weekends, however, they will coincide with what the Blue Collar and/or White Collar units agree to for their members.

Any such position shall first be offered to current members of the Supervisors unit, based on their division of assignment, and, if no current member is interested in the alternative schedule offered, the Township will be allowed to post for the position internally and externally.

For any Supervisor currently in the unit at the time of ratification, who agrees to work a flexible schedule shall do so on a trial period of six months. The Supervisor within this six month period shall retain the right to return to their previous schedule. If after the six month trial period the supervisor chooses to retain the flexible schedule, this shall become their normal hours of work. Any requested schedule change after the six month trial period shall be granted or denied consistent with past practices and/or applicable CNA provisions. There shall be no automatic right to a schedule change after the expiration the six month trial period.

It is anticipated that an alternate schedule that includes evening/after hours work will include a salary differential of at least 5%, subject to negotiation.

Section 3

Minimum "Call-in" time shall be increased from 3 hours to 4 hours.

Upon completion of the task that necessitated the *emergency* call in, the employee shall be released and receive the four-hour minimum guarantee regardless of actual time worked. The employee will remain "on the clock" should another issue arise necessitating a call in within that four-hour window such that if another call-in is necessitated during the initial four-hour window, the employee shall not be entitled to an additional four-hour minimum guarantee. The employee will be obligated to return to address the additional issue and will be paid at the applicable rate for any hours worked beyond the original four-hour period. In the event the employee is unable to return for another call in within the four-hour period, he/she will forfeit the minimum guarantee and be paid only for the actual hours worked.

Article 4 -- Paid Time Off

Language will be added clarifying the five "call-in days" such that employees shall utilize Personal Days prior to being charged for Vacation Days but will still only be allowed up to five Personal Days total per year.

Language will be added to this article regarding an annual hard cap on accumulating compensatory time. No member of this unit will be allowed to accrue more than 60 hours of compensatory time in any calendar year.

Article 7 Work Clothes

Remove Section 1 referring to Supervisor of Motors, they will receive the same reimbursement as other Blue Collar supervisors.

Members of the Supervisors Unit who currently receive a clothing allowance will receive the last clothing allowance payment with the first payroll in July 2022. Effective January 1, 2023, Blue Collar Supervisors will be reimbursed for their clothing purchases up to the annual allowance of \$750.00. The contract will include negotiated language regarding that process.

Article 13 -- Wages: (Revised Salary Guide attached)

Beginning May 1, 2022, Supervisors will have a Step Guide (attached). The guide will include steps that are 2% apart. There will be separate Step Guides for Blue Collar Supervisors and White Collar Supervisors.

Effective May 1, 2022, the current longevity payment for members of the Supervisors unit will be rolled into their salary (prior to their placement on the new Step Guide). Thereafter, longevity pay will be eliminated for this unit.

Effective January 1, 2023, members of the Supervisors unit will be paid an annual salary rather than being paid hourly. The Step Guide will reflect that. Members of this unit will continue to be non-exempt, and thus eligible for overtime.

Beginning May 1, 2022, Supervisors will receive a \$1,000 annual stipend for being a Supervisor. This will be prorated for 2022.

The following will be the agreement on wages going forward:

A 4.5% salary increase as of May 1, 2022, new Annual Step Guide with 2% steps, then:

- 2023 3.50% (1.50% Increase in Guide)
- 2024 3.25% (1.25% Increase in Guide)
- 2025 3.25% (1.25% Increase in Guide)
- 2026 3.25% (1.25% Increase in Guide)

Article 16 – Health Insurance:

The parties agree that Year 4 of Public Law, Chapter 78 regarding contributions towards healthcare by employees is the standard contribution for all members of this unit who participate in the Township's healthcare programs.

Effective 1/1/2022 Chapter 78 contributions will be recalculated based on the 2022 salary level. In consideration of no retroactive salary payments for full time employees in 2021, there will be no retroactive healthcare contributions applied for 2020 or 2021. The parties further agree that for any future retroactive salary adjustments, retroactive healthcare contributions, if applicable, will be applied according to the same effective date as the salary increase, unless the parties mutually agree otherwise. This shall include automatic step progression that occurs beyond the expiration date of the current agreement.


Article 18 – Retirement; add the following clarification

There is no cap on accumulation of sick days for use as sick days. Retirement payout caps are enumerated in the "Retirement" section of the contract.

The parties agree that retired members of this unit, except retirees who had 20 years of creditable service as of June 28, 2011 and employees who, retire on an ordinary disability retirement pursuant to N.J.S.A. 43:16A-6, or an accidental disability retirement pursuant to N.J.S.A. 43:16A-7, shall continue to contribute to medical insurance according to the applicable Year 4 contribution rate based on the Chapter 78 grid. All other retirees shall contribute toward the cost of their health care in retirement as required by law.

All other provisions of the existing contract remain in effect unless specifically modified herein.

For the Township



Joseph P. Valdes 4/13/22

For the Union

