

## MEMORANDUM OF AGREEMENT

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The **Township of Robbinsville** (“Township”) and **Teamsters Local No. 35, Public Works Employees** (“Teamsters”), hereby agree to this Memorandum of Agreement, dated March 16, 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 35 (XXXV) will be modified to reflect these dates.
  
2. Change all Articles from Roman numerals to 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 1**, paragraph 2 will be amended to read “The bargaining unit shall consist of all full-time and part-time employees working in the Public Works Division of the Township. Full-time employees shall be those employees working 35 hours or more per week. Part-time employees shall be those employees working less than 35 hours per

week; however, the parties recognize that any part-time employees hired and utilized by the Township in the Public Works Division will work less than 30 hours per week, but remain part of the bargaining unit. Seasonal employees shall be excluded from the unit. The township agrees to employ no more than two (2) part-time workers simultaneously.”

6. **Article 3** shall be amended to state that no more than 2 employees may attend meetings, conferences or negotiations without loss of pay.

7. **Article 7** shall be amended that will provide that “On days when the heat index will be above 90 degrees Fahrenheit, the Employer agrees to provide water for the sanitation workers during their work shift.”

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

9. **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.”

10. **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 PREIMUM DENTAL PLAN, THE EMPLOYEE MUST PAY THE DIFFERENCE IN THE COST BETWEEN THE BASIC PLAN AND THE PREMIUM PLAN.

11. **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.”

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

13. **Article 13** shall be amended to include the title of Public Works Coordinator in Paragraph A, and it will require possession of a CDL.

14. The last sentence of paragraph A in **Article 13** will be modified to read: “The Township reserves the right to contract for custodial services.”

15. 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.

16. Add new paragraph to **Article 13** which will state “Employees hired on or after 1/1/15 in the title of laborer will have the starting salary of \$25,000, which will be increased to \$27,500 after 6 months. Upon successful completion of 1 year of

employment, the salary shall be \$30,000. Current employees who have completed one year of work and whose salary is below \$30,000 will have their salary increased to \$30,000 upon contract settlement.

17. Clarify UNIFORMS in **Article 13** that on even numbered years, the Township shall provide T-shirts, sweatshirts and Jackets to be worn during working time. On odd numbered years, the Township shall reimburse each member for the purchase of boots, not to exceed \$150.00.

18. In **Article 14**, modify D.6. to provide that management may, in its sole discretion, deviate from the rotating list if the next employee is a considerable distance away and the nature of the emergency is better served by contacting an employee who lives closer to town. If this procedure is utilized the employee called in will be moved to the bottom of the list.

19. In **Article 14**, modify D.7. by changing the phrase “compensation time” to “compensatory time.”

20. In **Article 14**, modify D.9. by eliminating reference to “snow plowing.”

21. In **Article 14**, modify D.11. to change the hours from two (2) to three (3).

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

23. In **Article 24**, eliminate all paragraphs EXCEPT paragraphs 1 and 2, and add the following paragraph:

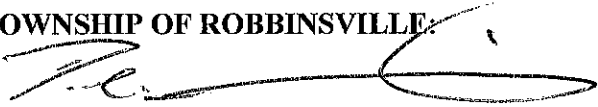
Subject to an employee's right to grieve his or her discharge, the parties agree that the following offenses shall be cause for immediate dismissal:

1. Calling or participating in any strike, work stoppage, slowdown, sick-out, walk-out or like action;
2. Drunkenness, established during working hours, or being under the influence of alcohol during work hours, or coming into work under the influence of alcohol;
3. Theft or dishonesty;
4. Assault on Township employees or Township representatives;
5. Possession and/or use of drugs of substance in violation of and as defined in N.J.S.A. 24:21-1, *et seq.* or N.J.A.C. 2C:35-1, *et seq.*; or
6. Conviction of federal, state and/or municipal criminal offense.

The Employer shall notify the Shop Steward in writing, with a copy to the Union, within one (1) working day of the action taken.

24. In **Article 29**, eliminate paragraph A (Savings Bond Plan).

**TOWNSHIP OF ROBBINSVILLE:**

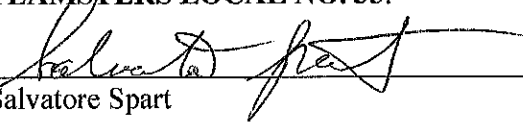
  
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David Fried, Mayor

65/1/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Joy Tozzi, Township Administrator

4-30-15  
Date


**TEAMSTERS LOCAL NO. 35:**

  
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Salvatore Spart

4-30-15  
Date

  
\_\_\_\_\_  
Stephen Lahovich

4.30.15  
Date

  
\_\_\_\_\_  
Daniel A. Kreiser, President Teamsters Local No. 35

4-30-15  
Date