

MEMORANDUM OF AGREEMENT

The Township of Robbinsville (“Township”) and Teamsters Local No. 35 (“Teamsters”), hereby agree to this Memorandum of Agreement, dated July 9, 2013, 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 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, 2013 to December 31, 2014 and Article XXXX will be modified to reflect these dates.
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.
4. Article XIII salaries shall be increased by 2.0% on January 1, 2013 over the 2012 salary; and 2.0% on January 1, 2014 over 2013 salary.
5. Article XII will be amended to provide that at 20 or more years of service, employees shall receive 224 hours of vacation per year.

6. Article XI will be amended to eliminate Election Day as a holiday and to add Veteran's Day as a holiday.

7. Article VIII, paragraph J will be amended to reflect that any employee hired after May 21, 2010 will have their sick leave payout at retirement capped at \$15,000 and clarify that the employee must retire from the pension system to be eligible for the payment of accrued unused sick time.

8. Article IX, paragraph D will be amended to reflect that, effective January 1, 2013, each employee shall receive 36 hours of personnel time each year.

9. Article X will be amended as follows:

“A. FULL HEALTH CARE COVERAGE

1. The Employer shall provide to all Employees, and in cases where it is appropriate, their families, the health care protection designated below.

2. The insurance carrier shall be such carrier under the existing plan which may be selected by the Employer. The Township shall have the right to select and change carriers. Prior to changing carriers, the Township will discuss said change with the Local and agree to provide coverage that is equivalent to or better than existing coverage.

3. 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. If Public Law 2011, Chapter 78 should be invalidated with regard to employee contributions to health insurance, the contributions for all health insurance received under this Agreement will in no instance be less than 1.5% of his/her salary. Deductions will be made from the Employee's paycheck on a biweekly basis. This provision is not intended to include those Employees who waive their health care coverage by the Township.

(a) Effective January 1, 2013 co-payments for primary care doctor visits, specialist doctor visits, and emergency room visits shall be the responsibility of the employee and shall not exceed \$25/\$35/\$55, respectively.

(b) Effective January 1, 2013, co-payments for outpatient surgery shall be \$100 and co-payments for inpatient hospital admissions shall be \$300, which are the responsibility of the employee. The Township will, however, upon submission of a

receipt of payment of one of co-payments in this paragraph, reimburse the employee \$100 per year.”

Modify paragraph B as follows:

DENTAL INSURANCE

Employees shall be included in the same dental plan provided by the Township to all non-union employees. The Employer shall pay the full basic premium for each Employee and, in cases where appropriate, for family-plan insurance coverage. Dental coverage shall not be reduced during the life of this Agreement.

Modify paragraph C as follows:

A prescription drug plan shall be provided for Employees effective January 1, 2013. Said plan shall include a \$15 co-pay provision for generic drugs, \$35 preferred brand drugs and \$50 non-preferred.

Modify E (i) as follows:

All employees hired prior to January 1, 2005 shall upon retirement from the Township and for the duration of their lifetime, be provided with continuing medical and prescription benefits at the same level and on the same terms and conditions as benefits are provided to current employees. In the event a retired employee obtains employment with another employer who provides the same or better coverage, the employer's obligation shall cease. If the employee shall lose his coverage with the other employer, the retired employee shall be reinstated to coverage on the same terms and conditions as benefits are provided to current employees.

Any employee who had 20 or more years in PERS as of June 28, 2011 and who retires on or after January 1, 2013, shall receive retiree health insurance provided under this Article at no cost to the retiree. Any employee who had less than 20 years of service in PERS as of June 28, 2011, and who retires on or after January 1, 2013, shall contribute to his/her retiree health insurance provided for in this Agreement that amount required under Public Law 2011, Chapter 78.

All employees hired after January 1, 2005 shall upon retirement be allowed to elect to continue medical and prescription coverage with the township medical plan at their own expense, at a rate equivalent to the actual cost for the member.

The employer agrees that discussion regarding the removal or reduction of medical benefits upon retirement shall be non-negotiable. Discussion regarding improvements to this section shall be allowed.

10. Modify Article X, paragraph E (ii) to state that an employee must have at least 25 years of service in PERS and be at least 55 years of age to qualify for retirement health benefits.

11. The Police Department's policy on tattoos will apply to Communication Officers.

12. The Police Department's policy on discipline will be applied to the Communication Officers and, therefore, Article XXIII will be eliminated.

13. The Police Department's drug testing policy will be applied to the Communication Officers.

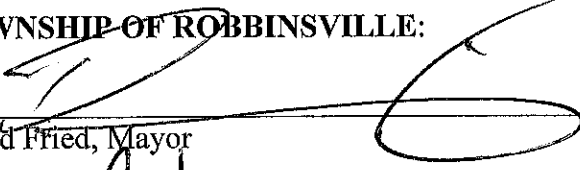
14. Article XVI, paragraph A will be replaced as follows:

- a. Two gray short sleeve 5.11 brand polos;
- b. Two gray long sleeve 5.11 brand polos;
- c. Two navy turtlenecks;
- d. Three navy uniform pants;
- e. 1 uniform communications officer badge;
- f. 1 uniform black belt;
- g. 1 tie; and
- h. 1 name plate.

The initial purchase of black sneakers, shoes or boots shall be at the expense of the employee and must be approved by the employer. Employees must also purchase their own socks, black or navy in color only.”

15. The Township will provide the Union with a chart of the insurance contribution payment per PL 2011, Ch. 78, and the cost to each employee.

TOWNSHIP OF ROBBINSVILLE:



David Fried, Mayor

10/4/13
Date



Joy Tozzi, Township Administrator

10/7/13
Date

TEAMSTERS LOCAL NO. 35:



9-24-13
Date