

MEMORANDUM OF AGREEMENT

Between

Township of Middle

And

TEAMSTERS LOCAL UNION NO. 676

Affiliated with the

International Brotherhood of Teamsters

January 1, 2019-December 31, 2021

WHEREAS, the TOWNSHIP OF MIDDLE (Town) and TEAMSTERS LOCAL UNION NO. 676 (Union), herein collectively referenced as “the Parties”, have negotiated terms to modify the current collective bargaining agreement (CBA) with a term of January 1, 2016 through December 31, 2018; and

WHEREAS, as a result of negotiations, the Union and Town have reached an agreement on changes to terms and conditions of the CBA to be included in a successor contract.

WHEREAS , the Union and the Town desire to reduce these terms and conditions of agreement to a written Memorandum of Agreement (MOA), the terms of which shall be included in a successor agreement.

WHEREAS, the Parties understand that the successor agreement needs to be approved and ratified by the Town’s Governing Body and the Union; and the respective bargaining agents of the Parties will recommend ratification and approval of this MOA to Parties.

NOW THEREFORE, the Parties agree the 2016 – 2018 contract shall be modified consistent with the following:

1. **Term:** 3 years, starting January 1, 2019 and ending December 31, 2021.
2. **Article 32 shall be revised to read:**
“This Agreement shall be in full force and effect as of January 1, 2019 and shall remain in effect to and including December 31, 2021, without any reopening date except as provided by Article 12.”
3. **Article 6:** Revise A as follows: The Township shall withhold union dues, in an amount authorized by the Union, from each paycheck of each union member who provides the Township with a written authorization. Written authorization may be provided directly from the union to the Township. Any employee who elects to pay the representation fee, in an amount that is 85% of typical union dues authorized by the union, must provide a written authorization to the Township. Employees who elect to have a representation fee deducted from their paychecks may revoke their consent for said deduction at any time by providing written notice to the Township.
4. **Article 11:** Hours of Work
The Township agrees that at its discretion, it will consider starting a 6:00 am start time on May 15 of each year.
When Township Hall is closed, any employee who is assigned to work shall be entitled to one and one half (1 ½) of hours of pay for all hours worked.
5. **Article 12:** Wages
Revised sections 1, 2, 3, and 4. **See Appendix A.**
6. **Article 13(F)(2):** Change \$525 to \$550 for uniforms and boots.

7. **Article 24, Section 1:** The Township shall offer medical and prescription health insurance benefits coverage to employees and their dependents through the State Health Benefits Plan, including but not limited to the New Jersey Direct 10 Plan. During the term of this agreement, if the premium contribution costs for the New Jersey Direct 10 Plan exceed the HIF Access 7 AmeriHealth, the Township shall contribute the difference in the employees' 2019 premium share under the New Jersey Direct 10 Plan and the employees' 2019 premium share under the HIF Access 7 AmeriHealth Plan based on the Chapter 78 contribution for the employees' 2019 salary. The Township shall also pay the difference of costs of any hospital emergency room copays between the current Access 7 Plan and the Direct 10 Plan (\$25 to \$75) on presentation of an invoice for the term of this contract.

8. **Article 24, Section 4:** Revise as follows:

For employees hired before April 27, 2011: Upon retirement, after twenty-five (25) years of eligible service in the New Jersey Pension system, the employee/retiree and spouse/dependents shall be provided with health care benefits as specified in this Article. Coverage will be provided until the death of both the retiree and any of their eligible dependents as provided by law.

For employees hired after April 27, 2011: Upon retirement, after twenty-five (25) years of eligible service in the New Jersey Pension system and twenty-five (25) years of service with the Township, the employee/retiree and spouse/dependents shall be provided with health care benefits as specified in this article. Coverage will be provided until the death of the retiree as provided by law.

9. **SUBSTANTIVE CHANGES.** The changes provided above contain all substantive modifications to be made to the successor CBA between the Parties. All other language in the January 1, 2016 through December 31, 2018 agreement that is not affected by this document shall remain in the new agreement.

10. **MODIFICATION OF ALL TERMS INCONSISTENT WITH THIS MOA.** All other provisions in the January 1, 2016 – December 31, 2018 CBA that are inconsistent with the substantive changes noted above shall be modified for consistency with the terms of this MOA in the successor agreement spanning from January 1, 2019 to December 31, 2021.

11. **WITHDRAWAL AND WAIVER OF TERMS NOT PROVIDED HEREIN.** All proposals and terms not provided in this MOA are hereby withdrawn and waived by the parties.

12. **PARTIES' GOOD FAITH TO FINALIZE CONTRACT.** The Town acknowledges it will process retroactive payments resulting from this executed MOA as expeditiously as possible, and the Parties agree they will act to have the amended successor agreement executed in an expeditious manner upon receipt.

13. CONSTRUCTION. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. However, since each party to this Agreement and their counsel have reviewed and negotiated this Agreement, the general rule of construction that any ambiguity or uncertainty in a writing shall be interpreted against the party drafting the writing shall not apply to any action relating to this Agreement.

14. RATIFICATION. The union and the Town acknowledge the terms of this MOA need to be ratified by the Union and need to be approved by the Middle Township Governing Body.

Subject to the ratification provisions set forth above, the union and the Town signify and acknowledge their agreement to the terms listed above, by the signatures of their duly authorized representatives.

Teamsters

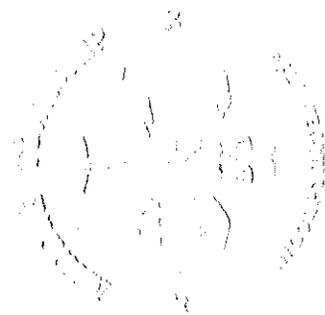
DAVID J MAAS
Print Name
Date: 11/28/18

JEFFREY SEMON
Print Name
Date: 11/28/18

Middle Township

Michael Clark
Print Name
Date: 11/28/2018

Kimberly Krauss
Print Name
Date: 11/28/2018



Appendix A: Article 12 WAGES

Section 1.

2019 salaries for existing employees under this contract are set forth below. There shall be an increase of 2% for 2020 and 2021. In addition to salary, employees shall receive stipend per license as outlined below.

Section 2

Starting salary for any new employee shall be a minimum of \$24,000.

Section 3

TITLES:

- Sewer Repairer 1
- Sewer Repairer 2
- Senior Mechanic
- Mechanic
- Mechanic's Helper
- Supervising Equipment Operator
- Equipment Operator
- EQUIPMENT OPERATOR/LABORER 3
- Maintenance Repairer
- Truck Driver
- Laborer 3
- Laborer 2
- laborer 1

STIPENDS

CDL	\$ 1,000
per endorsement	\$ 500
per heavy equipment	\$ 500
per sewer license	\$ 500
training	\$ 1,000
Pesticides License	\$500
Fertilizer License	\$500

Section 4

Last Name	First Name	2019 Salary	2019 Title
ALLEN	EDDIE	\$ 26,000	LABORER 2
AMROSE	PAUL	\$ 32,000	EQUIP OPERATOR/LABORER 3
ANDERSON	DEMETRIO	\$ 25,000	LABORER 1
BEAUDOIN	CHARLES	\$ 26,000	LABORER 2
CHARLES	JIMMY	\$ 28,000	MECHANICS HELPER
DIEFFENDERFER	WILLIAM	\$ 32,000	LABORER 1
FAIRMAN	THOMAS	\$ 29,000	MAINTENANCE REPAIRER
FOWLE	MERRILL	\$ 40,000	SENIOR MECHANIC
GARRISON	REX	\$ 33,000	MECHANIC
HANKINS	DANIEL	\$ 28,000	LABORER 2
MAAHS	DAVID	\$ 28,000	Equipment Operator
MAHAN	PAUL	\$ 31,000	LABORER 2
MAYERSON	WILLIAM	\$ 28,000	TRUCK DRIVER
MILLS	STEPHEN	\$ 55,000	SEWER ADMINISTRATOR/ SEWER REPAIRER 2
OLIVA	JOHN	\$ 40,000	SUPERVISING EQUIPMENT OPERATOR
PELLETIER	GARRETT	\$ 26,000	LABORER 2
PINKSTON	WALTER	\$ 28,000	TRUCK DRIVER
RHILE	JEFFREY	\$ 26,000	LABORER 2
SMEARMAN JR	STEVEN	\$ 25,000	SEWER REPAIRER 1
SPALDING	GEORGE	\$ 42,000	SUPERVISING EQUIPMENT OPERATOR

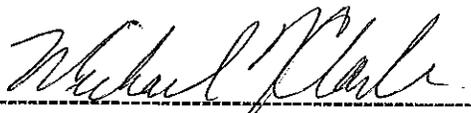
**Side Letter Agreement Between
Middle Township and the Middle Township Teamsters Local 676
Dated November 15, 2018**

The Parties have agreed to the following:

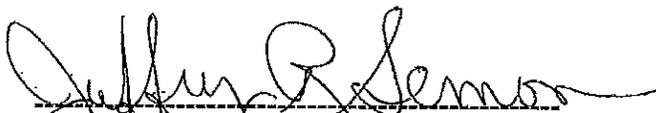
The Township can change health care providers from the current provider to the State Health Benefits Plan. As part of this Agreement, the parties agree that the Township can provide notice of nonrenewal to the current provider and notice of intention to enroll in the State Health Benefits Plan. The parties further agree that should an employees' Chapter 78 premium increase as a result of this change, the Township will reimburse the employee for the increased amount (ie, the difference between the amount of the employees' current premium and the SHBP premium for 2019) and for the cost of any hospital emergency room copay upon presentation of an invoice.

MIDDLE TOWNSHIP

**MIDDLE TOWNSHIP TEAMSTERS
LOCAL 676**



MICHAEL J. CLARK, MAYOR



JEFFREY R. SIMON, BUSINESS AGENT