

Local 97 Clerical

12/18/2015

Roxbury Township & IBT Local 97

Memorandum of Agreement

The parties, having attended mediation sessions and bargained for their respective positions, hereby agree as follows. All proposals not delineated below ^{or attached hereto} are considered withdrawn and not agreed upon.

1) a) Wages - Each bargaining unit member shall receive an increase to their base salary as follows:

| <u>January 1, 2016</u> | <u>January 1, 2017</u> | <u>January 1, 2018</u> |
|------------------------|------------------------|------------------------|
| \$ 900 | \$ 925 | \$ 970 |

b) the health officer (r.e.h.s.) shall not receive the above increase, but shall receive the following:

| <u>January 1, 2016</u> | <u>January 1, 2017</u> | <u>January 1, 2018</u> |
|------------------------|------------------------|------------------------|
| \$ 1300 | \$ 1300 | \$ 1300 |

✓ 2) Unused sick incentive - Bargaining unit members who uses 3 days of sick leave or less in a calendar year shall be entitled to 0.5% of their base salary as a bonus.

✓ 3) Clothing allowance - The parties agree that in order to be eligible for the \$ 200 clothing allowance, that member will have worked 300 hours in a calendar year in field duties.

✓ 4) ~~Employees~~ No employees hired after January 1, 2016 shall be entitled to sick leave payout after 10 years of service. Sick leave payout will be limited to retirement or death.

✓ 5) Any overtime minimums currently set at 4 hours will be changed to 3 hours.

6) The respective parties will recommend ratification on

TOWNSHIP OF ROXBURY

1

Interoffice Memo

To: Local 97 Teamster Clerical
From: Township Manager
Date: ~~August 12, 2015~~ December 18, 2015
Re: Township Proposal #3

Attachment to
December 18, 2015
Memorandum of
Agreement

At July 22, 2015 negotiation meeting Township countered with a proposal that would encompass items 6, 7, 8, 9, 10 and 12. The proposal being as follows:

- Item #6 and #7 – “after working 2 full days”
- Item #8 – grandfather any employees with 10 years of service as of 12/31/15
- Item #9 and #10 – Township would withdraw only if unit agrees to this proposal #3 including the wage proposal.

Below is the Township’s proposal:

1. **Length of contract** - January 1, 2016 through December 31, 2018. **PENDING**

2. **Grievance Procedure – AGREED TO USE EXISTING 1032 LANGUAGE**

Employees who have any complaint or grievance shall have the right of appeal, but such appeal must be directed in the following order:

- a. To the employee’s immediate supervisor and/or Department Head
- b. To the Township Manager
- c. Arbitration (non-binding)

Whenever an employee has a grievance, he or she shall first present it verbally to his or her immediate supervisor and/or Department Head within five (5) days of the event. It is the responsibility of the Department Head to arrange a mutually satisfactory settlement of the grievance as quickly as possible and response back within ten (10) days. If the Department Head is unable to resolve the matter with the employee, the employee must file a written appeal with the Township Manager within five (5) days of receipt of response from Department Head and complete the appropriate grievance form. The Township Manager shall schedule a formal hearing on the grievance within five (5) working days of the receipt of the appeal and shall render a decision within five (5) working days of the appeal hearing. The decision of the Township Manager on all grievances shall be final.

All documentation relating to a grievance and its disposition will be placed in the employee’s personnel file. Grievance procedures for contractual employees will be in accordance with current collective negotiations agreements.

The grieving employee shall continue to perform all assigned duties while the grievance is pending. To be valid, a grievance must be presented to the employee’s immediate supervisor or Department Head within five (5) working days of the incident causing the grievance.

Complaints of discrimination and harassment may be made directly to the Harassment Officer pursuant to the Township's Anti-Harassment Policy.

~~3. Overtime - UNION ACCEPTED
Time and a half paid for any hours worked over a thirty-five (35) hour week.
• Hours work on Saturday or Sundays shall be paid at time and a half for each hour worked.~~

TA of CR

4. Overtime distribution - UNION AGREED TO TWP COUNTER
UNION COUNTERED WITH EXISTING WORDING IN LOCAL 1032 ARTICLE 12 SEC 4
TOWNSHIP COUNTER with "Overtime shall be distributed equally as practical among the employees qualified in their department and capable of performing the work available."

5. Call outs - UNION ACCEPTED

- ✓ • Court \$50.00
- All other call outs (including Animal Control) 3 hour minimum

6. Working in a higher paying classification - PENDING

- ✓ • Manager's approval
- Work must be performed for at least 3 days — at least 1 full day
- Will receive rate of pay for the position.

TA of CR

UNION COUNTERED WITH "AFTER 1 FULL DAY"
TOWNSHIP WILL CONSIDER

7. Working at a supervisory classification - PENDING

- ✓ With the approval of the Township Manager, employees that assume temporary responsibilities of a supervisory classification for a period of three (3) days or more shall receive \$50.00 per day in addition to their salary.

1 full day

TA of CR

UNION COUNTERED WITH "AFTER 1 FULL DAY"
TOWNSHIP COUNTER with "After 3 full days"

~~8. Sick pay upon retirement or death only - PENDING~~

TA of CR

9. Unused sick incentive - PENDING

- ✓ Any employee who uses 3 days or less of sick leave in a calendar year shall receive payment equivalent to .5% of their base pay as a bonus. Payment shall be made the first pay period in January of the following calendar year. Employees must be actively employed as of the date of payment to receive the sick leave incentive bonus. The bonus shall be paid in a separate check.

10. Clothing allowance - PENDING

- Animal Control - \$200.00 per year for steel toed boots; \$400.00 per year (split into two payments June & December) clothing allowance
- Engineering Aide - \$200.00 per year for steel toed boots and/or foul weather gear paid in June
- Dial-a-Ride - \$200.00 per year for steel toed boots paid in June
- Field Personnel who work over 300 hours in the field annually will receive \$200.00 per year for the purchase of Township authorized shirts paid in June

UNION AGREES EXCEPT FOR ONE ITEM - FOR FIELD PERSONNEL UNION COUNTERED WITH NO MINIMUM HOURS AND TO PURCHASE SHIRTS NOT A JACKET

TOWNSHIP COUNTER with field personnel must work 1000 hours per year to receive allowance.

11. Termination – UNION ACCEPTED

An employee shall not be discharged except for just cause, except that newly engaged employees on probation shall be subject to dismissal without cause without appeal to the Union or Employer or through the grievance procedure. The Union shall be notified of the discharge of any employee, except a probationary employee, at the time of such discharge and such notification shall set forth the reason for said discharge.

An employee who fails to report to work without prior notice or reasonable excuse provided within a 24 hour period from the date of occurrence has demonstrated just cause for dismissal.

~~12. Wage Proposal – PENDING~~

- ~~• 2016 \$900.00 flat increase~~
- ~~• 2017 \$900.00 flat increase~~
- ~~• 2018 \$900.00 flat increase~~

TA JP CR

cc: Mayor and Council

Memorandum of Agreement

The Township of Roxbury (the "Township") and International Brotherhood of Teamsters Local 97 (Clerical) ("Local 97" or "Union") on this 11 day February, 2015 agree to enter into an agreement based on items negotiated with Local 97.

MOA (R) (JP)

1. **Length of contract** - January 1, 2014 through December 31, 2015.
2. **Article I Section 3 Management Rights** -
 The Township of Roxbury hereby reserves the rights, authority, duties and responsibilities upon and vested in it by the Laws and Constitution of the State of New Jersey and the United States including, but not limited to the following rights:
 - To manage and control the affairs of the Township of Roxbury and its properties and facilities, the operation of its departments and the activities of its employees.
 - To hire, fire, layoff, suspend, demote or take other disciplinary action against employees subject to law and applicable CNA's, and to determine qualifications, to determine standards of performance, conditions for employment or assignment and to promote and transfer employees as deemed necessary in the interests of the Township.
 - To promulgate rules, regulations, policies and procedures to control the orderly and efficient administration of the personnel management of the Township of Roxbury.
3. **Article IV Section 1A Business Hours** - The normal workweek shall be from Monday to Friday, both inclusive, and shall comprise five (5) days of seven (7) hours each or five (5) days of eight (8) hours, as current practice.
4. **Article IV Section 1B Court on-call** - Mandatory on-call time for court employees shall be paid at \$20.00 per week. Payment for receiving and responding to faxes will be \$35.00.
5. **Article IV Section 1C Use of Seasonal/Part Time Seasonal** - No seasonal or temporary part-time employee shall perform in excess of the regularly scheduled workweek than the duties of employees in the bargaining unit. The intent is not to reduce the overtime for the unit.
6. **Article IV Section 1D Severe storms and weather** -
 The Township will allow the use of vacation time or compensatory time if an employee is unable to report to work due to a snow or ice event. Alternatively, the employee may make up the time lost provided that the time is made up in ten (10) calendar days, in no less than one (1) hour increments which do not include lunch hours, and as approved by the department head. Additionally the make-up time cannot place the employee in an overtime situation.
7. **Article III Section 1 Holidays** - 12.5 holidays - The Township of Roxbury designates days when the municipal offices will be closed to public business. Employees are not required to work,

except in cases of emergencies or, if collective negotiation agreements differ. Full-time employees are entitled to the following paid holidays:

New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day (observed), Independence Day, Labor Day, Columbus Day (observed), Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve (half day), Christmas Day

If a holiday falls on a Sunday, the holiday shall be observed on the following Monday. If a holiday falls on a Saturday, the holiday shall be observed the preceding Friday. In the event that an official holiday is observed during an employee's vacation, or while on sick leave, the employee shall receive the holiday pay and shall not have that day charged against his or her vacation or sick leave time. If a holiday falls on a normally scheduled day off, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday based on operational demands.

Part time employees are eligible for the above holidays should they fall on the employees scheduled day of work. The amount of holiday pay is based on the hours the employee is scheduled to work for that particular day.

To be eligible for the holiday pay, said employee must work the day before and the day after the holiday unless the day is an excused day with the pay for verified illness or vacation. Medical certification may be required if absent during a holiday week.

8. **Article III Section 1 Holidays** – Pay for holiday plus time and a half for any hours worked.
9. **Article III Section 3 Personal days** –
All members of the unit shall be entitled to 3 personal leave days per calendar year. If personal days are not taken before the end of the year, they will not be carried over to the following year. Personal time is pro-rated for an employee's first and last year of employment based on time worked. In the event the employee has taken personal time in excess of his or her allowed accrual at the time of termination, the cost of the excess personal time taken will be deducted from his or her last final pay check. Part-time employees are eligible for personal time on a pro-rated basis.
10. **Article III Section 2 Vacation** – no change in current schedule
11. **Article III Section 2 Vacation** –
Deadline to use vacation days carried over will be April 30th of the following year.
12. **Article III Section 2 Vacation** –
Any request to use consecutive weeks of vacation must be submitted to Department Head no later than March 1st for approval.
13. **Article III Section 4 Sick leave** – no changes to current policy except for doctor's note (see #14 below)

14. **Article III Section 4 Sick leave (doctor's note) –**

Current policy with the addition of "If pattern of abuse exist by the employee, a verbal warning will first be given that written notice that a doctor's note will be required for all future sick absences".

15. **Article III Section 5 Family and Medical Leaves of Absence –** *will be obligated to pay the Township*
 FMLA will be governed by current Federal and State Laws, or as amended. *copy*

16. **Article III Section 8 Bereavement pay –** no changes to current policy

17. **Article III Section 7B Alternate Duty –**

Alternate duty is intended as a temporary transition period after an employee has been injured or suffered an illness on the job and before his or her return to full duty. Alternate duty placement may include a temporary reduction in hours, temporarily limiting or altering duties in the employee's existing position or temporarily reassigning the employee to another position for which he or she is qualified and capable to perform and which provides a benefit to the Township.

Alternate duty will be considered only in situations where there is a reasonable expectation that the employee will be able to resume his or her full duties (with or without reasonable accommodation) within a period of time not to exceed six (6) months. Employees who are not eligible for alternate duty may be placed on leave (if applicable) or provided other accommodations on a case by case basis as required by law.

Temporary alternate duty assignments will normally be up to ninety (90) days. The Township Manager, in his or her sole discretion after consultation with the Department Head, may authorize a one-time extension of alternate duty up to an additional ninety (90) days. Temporary alternate duty assignments will not extend past one hundred eighty (180) days. Employees who are not able to return to full duty (with or without reasonable accommodation) within the one hundred eighty (180) day period may be placed on leave (if available) or otherwise accommodated on a case by case basis as required by law.

Decisions regarding whether alternate duty will be offered to an employee shall be made based on the availability of an appropriate alternate duty assignment given the employee's knowledge, skills and abilities and the work restrictions placed on the employee. All temporary alternate duty assignments will provide a benefit to the Township.

Under no circumstances will more than four employees Township-wide be permitted to be on alternate duty at any one time.

During a temporary alternate duty assignment, employees will receive their regular wages, and will continue to accrue employment benefits (including seniority in his or her job title) as if the employee was working full duty.

Nothing in this policy is meant to reduce an employee's rights under the federal Family and Medical Leave Act, the Americans with Disabilities Act, the New Jersey Law Against Discrimination or any other state or federal law. An employee may not be

required to work a temporary alternate duty assignment if he or she is eligible for FMLA leave. Where an employee refuses an appropriate alternate duty assignment, his/her eligibility for workers' compensation benefits may be impacted. This policy should be read in conjunction with all applicable collective negotiations agreements, and is not meant to alter any term or condition of employment set forth therein.

Procedures regarding this policy are as follows:

1. Employees who are able to return to limited duties after a work related injury or illness are expected to contact their supervisor to discuss the availability of a temporary alternate duty assignment.
2. If temporary alternate duty is an option, the employee must obtain a detailed note from his or her treating physician that identifies specifically the employee's work abilities and restrictions and the expected duration of the restrictions, based on a review of the employee's current job description. The treating physician must be provided a copy of the employee's current job description prior to the medical evaluation.
3. Once received, the employee must provide the doctor's note to his or her supervisor who will then provide a copy to the Township Manager. If the Department Head or Township Manager have any questions regarding the employee's abilities or work restrictions, the employee must give them permission to contact the treating physician (such as the workers' compensation physician) for clarification. In addition, if deemed necessary by the Township Manager, the employee may be required to submit to a medical examination by a doctor chosen by the Township.
4. Once the necessary medical information is received, the Township Manager, in conjunction with the Department Head, will determine whether a temporary alternate duty assignment is available. The Township Manager, in consultation with the Department Head, will also determine whether alternate duty will take the form of a temporary reduction in hours, temporary limitations and/or temporary alterations in the employee's regular position or temporary reassignment to an alternate duty assignment.

If four Township employees are already on alternate duty, no alternate duty assignment will be available and the employee will be placed on leave, if available, or otherwise accommodated as required by law.

No specific position within the Township shall be deemed a temporary alternate duty assignment. Rather, temporary alternate duty assignments may be drawn from a range of duties performed within the Township. The temporary alteration of assignments or the creation of additional assignments as a result of temporary alternate duty shall not be used as a basis for determining the essential job functions of any position within the Township and shall not be used as a basis for determining whether a reasonable accommodation exists.

5. Prior to returning to full duty, the employee must provide a return to work note from his or her physician indicating the employee can perform all of his/her essential functions of the position with or without a reasonable accommodation. The Township may seek a second medical opinion.
6. All medical information shall be kept strictly confidential to the extent reasonably possible.
7. Employees will be limited to one alternate duty assignment every twenty-four (24) month period. Exception may be made in the sole discretion of the Township Manager for good cause shown.

Non-Work Related Injuries

The Township Manager in his or her sole discretion, after consultation with the Department Head, may authorize temporary limited duty assignments on a week by week basis, not to exceed ninety (90) days, to employees suffering from non-work related injuries. Such assignments shall be subject to the same limitations and procedures outlined above. In instances where more than one individual requests limited or alternate duty assignments, the employee returning to work from a work-related injury or illness will be given preference over the employee returning to work from a non-work related injury or illness. At no time will more than four Township employees be on temporary alternate or limited duty at any one time.

18. **Article III Section 12 Health Insurance –**

The Township of Roxbury provides paid health insurance coverage for all full-time employees (35 hours per week minimum). Employees must work for the Township for at least 60 days in order to qualify for health benefits.

The Township of Roxbury currently has SHBP Direct 15 as the “standard plan” for all eligible full time (35 hours/week) employees. In the event that an employee selects another health plan option from those currently available, the employee will pay the difference between the cost of the option chosen and the cost of the “base plan” in addition to any contribution required by law.

Any employee hired prior to January 1, 2013 who has 20 years of pensionable service as of June 28, 2011 may elect SHBP Direct 10 as their base plan without having to pay the additional costs above the base plan.

All employees shall contribute towards the cost of health benefits in accordance with current state laws.

Any contributions required from employees for the cost of health insurance (including but not limited to the minimum contributions and/or increased costs above the standard base plans) shall be made by payroll deduction, spread equally among pay periods throughout the year. There will be no cap on employee contribution for other plans provided. The Township reserves the right to change insurance carriers and plan options or self-insure, as long as equivalent or better benefits are provided by the Township.”

Employees who voluntarily elect not to participate in the Township's health insurance plan will receive a bonus payment equivalent to 25% of the cost to the Township of the base plan after any deductions required by state law or Township policy and up to a maximum of \$5,000. Such payment shall be paid at the end of the calendar year in a separate check. Such payment shall be prorated for employees who withdraw from coverage after January 1 of the calendar year. Employees who are not covered as of January 1, but thereafter elect coverage during the calendar year shall not receive any payment hereunder. Employees must be actively employed as of December 31st to receive payment."

Health contributions and waiver payouts are prescribed by current or amended by State statute.

19. **Article III Section 13 Workers' compensation –**

The Township will supplement the amount of insurance coverage to provide to an employee shall receive full pay based upon his/her regular rate of pay for the first three (3) month period of the injury. The Township may grant an additional three (3) months of supplemental coverage in the sole discretion of the Township Manager. Employees may elect to use sick time to make up the difference between the workers' comp payment and their actual pay."

20. **Article III Section 15 Education –**

Township may reimburse for higher education courses if required of the position.

- Stipends for additional education will be determined on individual basis by the Township Manager

Article IV Section 12 Training -

- Township to provide up to six (6) hours of continuing education per year during normal working hours as a condition of employment
- The Township Manager may grant additional hours on individual basis

21. **Article III Section 16 Notary Public –**

Employees who are currently notaries shall be grandfathered for reimbursement, the Township does not offer reimbursement for notary public after 1/1/15.



22. **Article III Section 15 Personal Vehicle for Township Business –**

Employees must use a Township vehicle for Township business/classes when a vehicle is available. If a vehicle is not available an employee may use their vehicle and will be reimburse based on the shortest distance, as determined by Google Maps.

Employees may use their personal vehicles to perform Township duties, however, they are subject to the same conditions set forth in section 13 above. The Township shall reimburse the employee the current rate set by the I.R.S. This rate is subject to change by the I.R.S. and is adjusted accordingly by the Township. Vouchers for mileage reimbursement must be completed by the employee, indicating miles traveled and the reason for reimbursement.

23. **Stipends for search officer – not a union position**

24. Article II Section 8 Personnel Records –

Add to current policy “with the written permission from a terminated employee the Union can request a full copy of the terminated employee’s personnel file”

25. Article IV Section 10 Resignation – no change in current policy

26. Death – no change to current policy

27. Article IV Section 24 Union Rights – ADD:

- It is agreed that at the time of hiring, the Employer will inform newly hired employees who fall within the bargaining unit they may join the Union thirty one (31) calendar days thereafter.
- The Union may appoint, in its sole and absolute discretion, a member to act as Chief Shop Steward to serve at the will of the Union and may be replaced, if the Union deems necessary, by another individual appointed by the Union.
- Check off of Union dues
 - The Employer hereby agrees to deduct from the wages of the employees by means of check-off dues uniformly required by the labor organization pursuant to the provisions of NJSA 52:14-15.9e. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deduction shall be made from the first (1st) salary paid to each employee during the month and such deduction made the first month shall be a double deduction and thereafter the regular deduction shall apply to the dues owed for the following month.
 - In making the deductions and transmittals as above specified, the Employer shall rely on the most recent communication from the Union as to the amount of the monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.
 - Effective on the date of signing of this Agreement any employee in the bargaining unit who has not become a member of the Union will either become a member in good standing or pay a Representation Fee equal to eighty-five (85%) of the Union dues.
 - International Brotherhood of Teamsters, Local 97 shall establish and maintain at all times a demand and return system as provided by NJSA 34:13A-5.5c and 5.6, and membership in Local 97 shall be available to all employees in the unit on an equal basis at all times. In the event that Local 97 fails to maintain such a system or if membership is not so available, the Employer shall immediately cease making said deductions.

28. Article IV Section 9 Seniority –

- Length of service commencing date of hire after 180 day probation period
- For purposes of layoff seniority shall be determined by length of service within the bargaining unit

29. Article III Section 11 Longevity –

No change to current schedule or grandfather clause of “all employees hired after September 16, 1997, longevity will not be offered as a benefit”

30. Article IV Section 10 Reduction in force –

- Abolished full time position may be assigned to a part time or full time position with similar classification
- RIF employees will be place on a priority call back list by seniority for a period of two (2) years

31. Article II Section 7 Recruitment/Hiring/Appointment -

- Newly hired employees are subject to a 180 day probationary period

Article IV Section 9 Seniority/Promotions -

- If all qualifications are met and all other things equal, union members with seniority could be a determining factor of selection.
- When employee is promoted but does not complete probationary period, the employee may return to their previous job classification
- Instances of promotion and transfer the unsuccessful candidate has the right to have a discussion with the Township Manager

32. Addendum #2 Job Description / Pay Scale (new pay scale) –

Employees hired into this unit after the ratification of this agreement shall be subjected to the following pay grades and job descriptions:

| Job Title | 2014 | 2015 |
|-----------------------------|-------------|-------------|
| Administrative Asst/Clerk 1 | \$24,960.00 | \$24,960.00 |
| Administrative Asst/Clerk 2 | \$31,200.00 | \$31,200.00 |
| Administrative Asst/Clerk 3 | \$36,400.00 | \$36,400.00 |
| Administrative Asst/Clerk 4 | \$41,600.00 | \$41,600.00 |
| Animal Control Officer | \$31,200.00 | \$31,200.00 |
| Engineering Aide | \$36,400.00 | \$36,400.00 |

33. Wage Proposal -

(Not including new pay scale employees) – The below increases shall be added to the employee’s base salary, with the exception of REHS position (see scale below):

All members with the exception of the above “new pay scale” shall receive the below increases added to the employee’s base salary (the REHS position scale below):

| | |
|------|---------------------|
| 2014 | \$850.00 per year |
| 2015 | \$1,150.00 per year |

REHS position shall receive the below increases added to their base salary:

| | |
|------|---------------------|
| 2014 | \$1,380.00 per year |
| 2015 | \$1,400.00 per year |

34. Both parties agree not to pursue the present arbitration.

Due to budget regulations any movement of monies for prior year's budget can only be done within the first quarter of the following budget year. In accordance with meeting that regulation the Township will need this signed memorandum of agreement by March 1, 2015 in order to pay retroactively for the calendar year of 2014.

It is agreed that upon signing of the Memorandum of Agreement that the pending items of the Township's Proposal #5 dated 2/5/15 (copy attached) are still open for negotiations for the next contract.

Jill Pitman

Union Representative

Robert D. Tushill

Shop Steward

Art P. Pe

Shop Steward

[Signature]

Township Manager

Dated: Feb 11, 2015