

TOWNSHIP OF MONTVILLE

RESOLUTION NO. 2022 - 55

WHEREAS, the collective negotiations agreement between the Township of Montville and Morris Council No. 6, New Jersey Civil Service Association, IFPTE, AFL-CIO, White Collar and Professional Unit (hereinafter referred to as "Council 6") expired on December 31, 2020; and

WHEREAS, the Township and Council 6 have been negotiating the terms to a successor collective negotiations agreement; and

WHEREAS, the Township and Council 6 have negotiated and agreed upon the terms to a successor collective negotiations agreement set forth in the Memorandum of Agreement executed on January 6, 2022 attached hereto as exhibit A; and

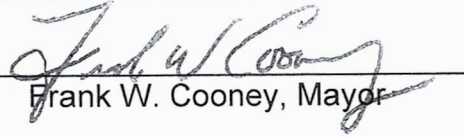
WHEREAS, the Memorandum of Agreement was ratified by the members of the Council 6 on January 10, 2022; and

WHEREAS, the Township of Montville is desirous of ratifying the agreed upon terms to the successor collective negotiations agreement set forth in the Memorandum of Agreement executed on January 6, 2022; and

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Montville, County of Morris, State of New Jersey that the Memorandum of Agreement with Morris Council No. 6, New Jersey Civil Service Association, IFPTE, AFL-CIO, White Collar and Professional Unit for the period from January 1, 2021 through December 31, 2025 is hereby ratified.


TOWNSHIP OF MONTVILLE

By: _____


Frank W. Cooney, Mayor

Adopted:
January 25, 2022

I, Stacy Sullivan-Gruca, Township Clerk of the Township of Montville, County of Morris, State of New Jersey, do hereby certify the foregoing resolution to be a true and correct copy of a resolution adopted by the Township Committee at a meeting held on January 25, 2022.



Stacy Sullivan-Gruca, RMC
Township Clerk

MEMORANDUM OF AGREEMENT

TOWNSHIP OF MONTVILLE

AND

**MORRIS COUNCIL NO. 6,
NEW JERSEY CIVIL SERVICE ASSOCIATION,
IFPTE, AFL-CIO
(WHITE COLLAR AND PROFESSIONAL UNIT)**

The negotiation committees of the Township of Montville and the Morris Council No. 6 (White Collar and Professional Unit) agree to the terms of this Memorandum of Agreement as set forth below:

1. **Article 2 – Vacation:**

- a. Delete Section 4 in its entirety and replace with the following:

Vacation carryover shall be in accordance with N.J.A.C. 4A:6-1.2(g). A request for carryover shall be submitted to the Township Administrator for approval by November 15.

This shall be effective upon full execution and ratification of the memorandum of the agreement by both parties.

2. **Article 3 – Holidays :**

- a. Add the following language to Section 3:

Part-time animal shelter employees who work more than twenty (20) hours per week will be afforded double time for any work performed on a scheduled holiday listed in Section 1.

This shall be effective January 1, 2022.

3. **Article 13 – Posting of Supervisory and Non-Supervisory Position Vacancies**

- a. Delete Section 3 in its entirety and replace with the following:

The Township agrees to comply with the provisions of the Workplace Democracy Enhancement Act ("WDEA") (N.J.S.A. 34:13A-5.13). Every 120 days, the Township shall provide the Association and shop steward a list of all negotiation unit employees, including date of hire, job title, worksite location, home address, work telephone

numbers, home and cell phone numbers, and work and personal email address on file with the Township.

This shall be effective upon full execution and ratification of the memorandum of agreement by both parties.

4. Article 16 – Salaries:

a. Section 1, subsections 1 and 2 delete in their entirety and replace with the following:

1. Salary increases as follows:

(a). Effective and retroactive to January 1, 2021 – 2% across the board salary increase to each step.

(b). Effective January 1, 2022 – 2% across the board salary increase to each step.

(c). Effective January 1, 2023 – 2.25% across the board salary increase to each step.

(d). Effective January 1, 2024 – 2.5% across the board salary increase to each step.

(e). Effective January 1, 2025 – 2.25% across the board salary increase to each step.

b. Section 1, subsection 3 add the following language:

Employees hired on or after January 1, 2022 shall be subject to 10 steps to top pay and all steps shall be equalized.

c. Section 1, subsection 5 delete the following language:

“Employees hired before January 1, 2006 shall receive step increments on January 1. Employees hired on or after January 1, 2006 shall receive step increments on anniversary date.”

Replace with the following language:

“Commencing January 1, 2022, all employees shall receive step increments on their anniversary date. (Grace Matari shall continue to receive step increments on January 1.) All employees promoted and afforded a new step increment, the anniversary date of the promotion shall be used for future step movements.”

5. **Article 29 – Duration:**

The Agreement shall be for five (5) years, January 1, 2021 through December 31, 2025.

6. **Article 31 – Shared Services:**

a. Delete second sentence in its entirety and replace with the following:

Employees involuntarily separated due to a shared services agreement or layoff shall receive pay for all accrued but unused days off (e.g. vacation, sick, personal, etc.) notwithstanding anything to the contrary in the Agreement.

b. Delete last sentence in its entirety and replace with the following:

In accordance with N.J.S.A. 11A:6-19.2, employees hired on or after May 21, 2010 shall not be afforded a payout of sick leave if separated due to a shared service agreement or layoff.

c. Change name of article to Shared Services and Layoffs.

7. The parties acknowledge that the terms and conditions are subject to ratification, by the Township of Montville Committee and Morris Council 6 (White Collar and Professional Unit).

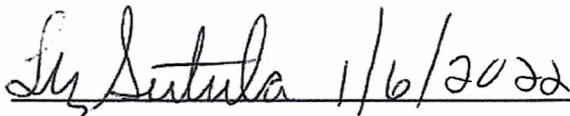

8. All parties agree to recommend these terms and conditions to their respective constituents for ratification.

9. All proposals which are not included in this Agreement shall be deemed withdrawn by both parties.

10. In preparing the successor agreement, the parties will conform all dates where applicable to the new contract duration and attach the Base Salary Ordinance for the years 2021, 2022, 2023, 2024 and 2025 as Appendix A.

In witness whereof, this Memorandum of Agreement is executed on January __, 2022.

**Morris Council 6
White Collar and Professional Unit**

Township of Montville



Mansoor Farooq

Richard B. B.

Kelley A. Kehoe

ME

Sandra Mulla