

Township of Roxbury

1715 Route 46
Ledgewood, New Jersey 07852
www.roxburynj.us
fax 973-448-2111

INFORMATION 973-448-2000
CONSTRUCTION/BLDG. 973-448-2008
COURT 973-448-2034
ENGINEER 973-448-2018
FIRE OFFICIAL 973-448-2012
HEALTH 973-448-2028
MANAGER 973-448-2002
MAYOR & COUNCIL 973-448-2001
POLICE 973-448-2100
PLANNING/ZONING 973-448-2008

PUBLIC WORKS 973-448-2069
RECREATION 973-448-2015
TAX ASSESSOR 973-448-2021
TAX COLLECTOR 973-448-2022
TECHNOLOGY 973-448-2099
TOWNSHIP CLERK 973-448-2001
TREASURER 973-448-2008
WASTEWATER TREATMENT PLANT 973-448-5360
WATER PLANT 973-398-2818

June 23, 2005

Mr. Kevin O'Connor
Secretary-Treasurer
Teamster's Local 102
12-18 River Road
Fair Lawn, NJ 07410

Re: Memorandum of Agreement

Dear Mr. O'Connor:

Enclosed please find one fully executed original of the Memorandum of Agreement for your files.

Very truly yours,



Lucinda B. Taterka
Executive Assistant

cc: Lisa Palmieri
Beth Hinsdale

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Township of Roxbury and the International Brotherhood of Teamsters, Local 102. The following terms shall be incorporated into a new collective negotiations agreement covering the period January 1, 2005 through December 31, 2009. Except as set forth below, the terms of the successor collective negotiations agreement between the parties shall remain in full force and effect. This Memorandum of Agreement is subject to ratification by the union pursuant to its internal policies and procedures and is subject to approval by the Township Council.

I. Wages Modify Article III, Section 1 to reflect the following:

Employees shall receive the following annual percentage increases to salaries which shall be retroactive to January 1, 2005:

2005	3.25%
2006	3.25%
2007	3.25%
2008	3.25%
2009	3.25%

In addition to the above increases, employees shall receive an across the board increase of .25% in 2005, 2006, 2007, 2008 and 2009 in recognition of changes made to uniform provisions. Such increases shall be retroactive to January 1, 2005.

Plant Operators & Lab Technicians

	<u>Step #1</u>	<u>Step #2</u>	<u>Step #3 (Sr.)</u>
2005	\$40,497	\$42,729	\$46,089
2006	\$41,917	\$44,228	\$47,706
2007	\$43,388	\$45,780	\$49,379
2008	\$44,910	\$47,386	\$51,112
2009	\$46,485	\$49,048	\$52,905

Mechanical Attendants

	<u>Step #1</u>	<u>Step #2</u>	<u>Step #3 (Sr.)</u>
2005	\$40,495	\$41,619	\$43,256
2006	\$41,916	\$43,080	\$44,774
2007	\$43,387	\$44,591	\$46,344
2008	\$44,909	\$46,155	\$47,970
2009	\$46,481	\$47,700	\$49,649

A one-time signing bonus of \$300.00 (not included in base) shall be issued by separate check to each employee within two weeks after the signing of the Agreement.

II. License Amounts Modify Article VI, Educational Benefits, Paragraphs D. and E. to reflect the following:

D. 1. For successful completion of each of the Sewage Treatment courses listed below, \$350.00 per annum, prorated from the first of the month in which the employee receives certification of successful completion.

- Introduction to Wastewater Treatment
- Advanced Wastewater Treatment
- Advanced Collection Systems
- Wastewater Laboratory Chemistry

2. For successfully acquiring the licenses listed below, the amount corresponding to each license, pro-rated from the first of the month in which the employee receives the license:

Effective 1/1/2005

S-1 Wastewater Treatment License	\$ 550.00
S-2 Wastewater Treatment License	\$ 900.00
S-3 Wastewater Treatment License	\$1700.00
S-4 Wastewater Treatment License	\$2500.00
C-1 Collection Systems License	\$ 550.00
C-2 Collection Systems License	\$ 900.00
C-3 Collection Systems License	\$1700.00
C-4 Collection Systems License	\$2500.00
Laboratory Certification	\$2500.00

Effective 1/1/2006

S-1 Wastewater Treatment License	\$ 600.00
S-2 Wastewater Treatment License	\$ 900.00
S-3 Wastewater Treatment License	\$1700.00
S-4 Wastewater Treatment License	\$2500.00
C-1 Collection Systems License	\$ 600.00
C-2 Collection Systems License	\$ 900.00
C-3 Collection Systems License	\$1700.00
C-4 Collection Systems License	\$2500.00
Laboratory Certification	\$2500.00

Effective 1/1/2007

S-1 Wastewater Treatment License	\$ 600.00
S-2 Wastewater Treatment License	\$ 900.00
S-3 Wastewater Treatment License	\$1700.00
S-4 Wastewater Treatment License	\$2500.00
C-1 Collection Systems License	\$ 600.00
C-2 Collection Systems License	\$ 900.00
C-3 Collection Systems License	\$1700.00
C-4 Collection Systems License	\$2500.00
Laboratory Certification	\$2500.00

Effective 1/1/2008

S-1 Wastewater Treatment License	\$ 600.00
S-2 Wastewater Treatment License	\$ 900.00
S-3 Wastewater Treatment License	\$1700.00
S-4 Wastewater Treatment License	\$2500.00
C-1 Collection Systems License	\$ 600.00
C-2 Collection Systems License	\$ 900.00
C-3 Collection Systems License	\$1700.00
C-4 Collection Systems License	\$2500.00

Laboratory Certification \$2500.00

Effective 1/1/2009

S-1 Wastewater Treatment License	\$ 600.00
S-2 Wastewater Treatment License	\$ 900.00
S-3 Wastewater Treatment License	\$1700.00
S-4 Wastewater Treatment License	\$2500.00
C-1 Collection Systems License	\$ 600.00
C-2 Collection Systems License	\$ 900.00
C-3 Collection Systems License	\$1700.00
C-4 Collection Systems License	\$2500.00
Laboratory Certification	\$2500.00

3. Employees hired to the Sewer Department prior to September 1, 2001 shall receive stipends for all licenses and courses completed, cumulative per year. Those hired after September, 2001 shall be entitled to receive stipends for only the highest license held and all courses completed, per year with the exception of S-1, S-2, C-1 and C-2 being cumulative.

E. Employees must request undertaking related educational courses, and receive recommendation from the Department Manager/Supervisor and authorization from the Township Manager for licenses necessary for the efficient operation of the Department. Employees hired prior to September 1, 2001 will not be denied recommendation or authorization. Employees hired after September 1, 2001 shall be recommended and authorized to undertake educational courses and license examinations, but will only receive the appropriate compensation with authorization from the Township Manager (see Article VI, D.3. for exception.)

III. Health Insurance Modify Article VII, Welfare and Pension Benefits as follows:

A. Health Benefits

1. The Township agrees to provide employees hired on or before January 1, 2005 and their dependents, at no cost to the employees, AETNA (QPOS), which will be the standard plan for all employees. In the event an employee selects another health plan option on or after January 1, 2005 from those currently available, the employee will pay the difference between the cost of the option chosen and the cost of AETNA. Said difference in cost will be by deduction in pay spread equally among pay periods. The Township reserves the right to change carriers and plan options or self-insure as long as comparable or better benefits are provided.

Employees hired after January 1, 2005, in addition to paying the difference between AETNA (QPOS) and any higher cost plan chosen, shall also pay 1% of their base salary towards the cost of health benefits provided under any Township provided plan through a payroll deduction.

2. The Township will provide a prescription drug plan offering a \$5.00 co-pay for generic drugs; and \$20.00 for non-generic drugs. Should a prescription drug be a sole source with no generic equivalent or as prescribed by the employee's physician, the generic co-pay shall apply. In addition, in-office visits shall be \$15.00 in 2005, \$20.00 in 2006, 2007, 2008 and 2009; in-patient hospital co-pays shall increase to \$100 per admittance effective upon ratification; employees shall not be allowed to submit prescription co-pays for reimbursement under major medical coverage; the AETNA (QPOS) plan, out of network deductible shall increase to \$200 (individual) and \$400 family upon ratification; and emergency room co-pays shall increase to \$50.00 effective upon ratification.

Add Section D. to clarify that all creditable pension service shall be counted towards an employee's 25 years of service.

IV. Hours and Overtime – Weekend Shift

ADD: K. The Township has a management right, exclusive of the rights granted to employees in Sections A through J herein, to determine whether a weekend shift is necessary and the number of employees assigned to such shift, as long as not in conflict with safety guidelines as established by PEOSHA. Any changes in the weekend shift and/or number of employees assigned to such shift shall be discussed with the union in advance of any change. In addition, on-call compensation shall be negotiated with the union prior to any change in work schedules.

Section K shall not take precedence over Sections A through K herein.

V. Probationary Period - Modify Article XIV, Miscellaneous Items as follows:

4. Probationary Period. The first ninety (90) working days of employment for all new employees shall be considered as a probationary period. The Township may extend the period an additional 90 days for a total of 180 days at its discretion.

VII. Uniforms – Modify Article X as follows:

- A. The Township shall provide the following to employees by March of each year of the agreement: five (5) T-shirts and one (1) Carhart or equivalent winter

jacket. Beginning January 2005, the Township shall provide all employees with a four hundred and fifty dollar (\$450.00) check for uniforms and work shoes. Uniform allowance shall be in a separate check. By December 15 of each year of the agreement, the Township shall reimburse each employee for uniform maintenance at the rate of 6.00 per week for a total of \$312.00. Inclement weather/foul condition gear shall be provided to those employees required to work outdoors in foul weather (insulated coveralls, raingear, etc.).

B. Employees shall be required to turn in all uniform items with the Township of Roxbury label prior to receiving their final pay upon termination of employment.

C. In the event an employee damages their work shoes on the job and renders them unusable (i.e. a tear which deems them not waterproof), the Township will provide the employee with an additional amount up to \$150.00 to replace said work shoes provided a receipt is submitted.

D. Uniforms are to be worn on the job and employees who report to work without proper uniforms and in good repair may be sent home by the Supervisor to obtain their uniform and may have their pay docked for this lost time. However, employees who are called-in will not be required to report to work in uniform. Uniforms are not to be worn off the job except in travel to and from work.

E. (Delete)

F. The union members agree that the uniforms purchased by them will stay current with existing colors and styles worn presently by each department.

G. (Delete)

H. (Delete)

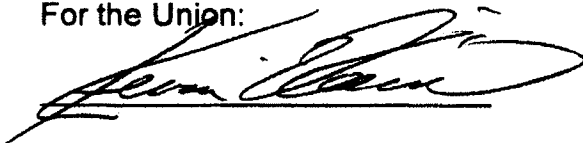
VIII. Family and Medical Leave – Add Section 1(c) as follows:

Employees will be covered under the Federal Family and Medical Leave Act and the New Jersey Family Leave Act.

IX. Vacation – Modify Article IX., Section 5 to include the following:

Subject to the approval of the Township Manager, vacation carry-over will be allowed for personal hardship or extenuating circumstances. Proof to be provided by the employee making the request.

For the Union:



For the Township:

Thomas Duff

Paul Bennett

Dated: June 22, 2005

Jim Rutz

Dated: June 22, 2005