

TOWNSHIP OF MONTVILLE

RESOLUTION NO. 2022 - 54

WHEREAS, the collective negotiations agreement between the Township of Montville and Morris Council No. 6, New Jersey Civil Service Association, IFPTE, AFL-CIO, Blue Collar 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.

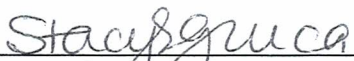
NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Montville, County of Morris, State of New Jersey that the Memorandum of Agreement with Morris Council No. 6, New Jersey Civil Service Association, IFPTE, AFL-CIO, Blue Collar Unit for the period from January 1, 2021 through December 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
(BLUE COLLAR AND PROFESSIONAL UNIT)**

The negotiation committees of the Township of Montville and the Morris Council No. 6 (Blue 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 carry over 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.

- b. Delete Section 11 in its entirety.

2. **Article 4 – Sick Leave:**

- a. Section 4 – Delete subsection 1 and 2.

3. **Article 7 – Health Benefits:**

- a. Section 1 – Delete in its entirety and replace with the following:

The Township shall continue in full force and effect the current health benefits or an equivalent. Employees who work thirty (30) or more hours shall be eligible for health benefits. Employees shall be required to contribute to his/her health benefits in accordance with the Tier IV/Year 4 rates set forth in Chapter 78, P.L. 2011. All employees agree to the benefits as set forth by the New Jersey State Health Benefits Plan.

b. New Section 6 :

1. Employees who had completed twenty (20) years of service at the time of Chapter 78, P.L. 2011 implementation on June 28, 2011 are not required to contribute during retirement under the law.
2. Employees who have completed twenty (20) years of service as of June 28, 2014 shall be required to pay five percent (5%) of the total cost of hospitalization and medical insurance coverage during retirement.
3. Employees who did not complete twenty (20) years of service as of June 28, 2014 shall be required to contribute towards their retiree health benefits in accordance with the Tier IV/Year 4 rates as set forth in Chapter 78, P.L. 2011.

4. **Article 8 – Personal Leave:**

a. Section 1: Delete the following language:

When granted said leave, an employee shall receive the difference between the pay received for jury duty and the employee's wages for the leave period.

Add the following language:

All employees are entitled to receive their usual compensation for each day they are present for jury service in lieu of any payment for juror service.

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

Family leave shall be governed by the provisions of the federal and state family leave acts. Employees shall follow the Township policy regarding FMLA/NJFLA.

5. **Article 15 – Grievance Procedure:**

a. New number 5 to definitions:

A "work day" shall be defined as the days between Monday and Friday, not including any holidays or weekends.

b. Revise article to include the word "work" prior to any reference to the word "days" within the grievance procedure to specifically indicate "work days".

6. **Article 16 – Salaries:**

a. Sections 1, subsections 1 through 4 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 2: Revise the language as follows: An employee must work a full day out of title in order to be eligible for payment. When that occurs, such employee shall receive the minimum rate of pay for that title for each full work day in that title or 5% above the current salary if the employee's current salary is above minimum rate of pay for that title.

c. New Section 3:

New salary guide with 10 steps to top pay for employees hired on or after January 1, 2022. Steps shall be equalized.

7. **Article 19 – Association Security:**

- a. Add the following language:

Insert language that this Article is subject to the ruling in Janus v. American Federation of State, County, and Municipal Employees, Council 31, 851 F.3d 746 (7th Cir. 2017), *cert. granted*, 138 S.Ct. 54 (2017), *rev'd* 138 S.Ct. 2448 (2018).

8. **Article 21 – Clothing and Dinner Allowance:**

- a. Section 2: Increase the dinner allowance to \$15.00.

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

9. **Article 24 – Duration:**

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

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

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

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

13. 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
Blue Collar Unit**

Township of Montville

Liz Sutula 1/6/2022

Jane E. Head

Gay Gault

Richard B. [Signature]

[Signature] 1/6/22

[Signature] 1/6/22