

Memorandum of Agreement

The Township of Roxbury (the "Township") and International Brotherhood of Teamsters Local 97 (Supervisors & Foremen) ("Local 97" or "Union") on this ___ day ___ 2014, agree to amend the terms of their collective negotiations agreement which expired on December 31, 2012, as follows:

1. **Article 18 (Duration of Agreement)** – Amend to provide that the contract shall be for 5 years, from January 1, 2013 – December 31, 2017.
2. **Article IV (Grievance Procedure)** – Add "Upon termination, an affected employee has the right to grieve directly to Step 2 of the procedure as outlined in Article 4 of the CBA"
3. **Article IX (Leaves of Absence, Section 2 (Paid Sick Leave) Paragraph C)** – Add at the end of the paragraph:

"For any employees who are hired, promoted or transferred into this unit after January 1, 2014, the Township will supplement the amount of insurance coverage to provide that each 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."

4. **Article XI Welfare and Pension Benefits** –

- A. Delete and replace Sections 1 & 2 with the following:

"The Township of Roxbury currently has SHBP Direct 15 (Addendum A) as the "standard plan" for all eligible 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 (Addendum B) 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."

- B. Change from "The Township further agrees that all current retirees shall have whichever health plan they are currently receiving grandfathered at no cost to the retiree." to "The Township agrees that all retirees shall have whichever health plan they are currently receiving in accordance with Chapter 78, PL 2011 or any current state laws." This change is being made due to new health laws, retirees will have to eventually pay toward retiree health coverage.

5. **Article XI Welfare and Pension Benefits,**

Delete Section 7 (Health Care Waivers) and replace with:

“(Health Insurance Waiver) - 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.”

6. **Article XIII (General)**

Add a new Section 14 “(Cellular Phone Usage)” to provide “Effective 1/1/13 employees who are required by their department head to utilize their personal cell phones shall receive a \$50 per month reimbursement on a semi-annual basis. All employees required to utilize cell phones will be considered available 24/7 and must answer calls from department heads and/or Township Manager.”

7. Revise **Article XIV Wages** - All employees who are employed as of the date of this memo of agreement shall receive the following increases to their annual salary –

2013 -	\$0.00
2014 -	\$2,600.00 Flat
2015 -	\$1,650.00 Flat
2016 -	\$1,650.00 Flat
2017 -	\$1,650.00 Flat

Amend Schedule A to reflect the foregoing annual salary increases.

8. **Article XV Separation and Severance Pay**

In Section 2, revise the phrase “after ten (10) years of service” to “after fifteen (15) years of service”.

9. Article XV Separation and Severance Pay

In Section 5, after the 1st sentence add: "Any employees hired, promoted or transferred into this unit after 1/1/14 will not be entitled to this benefit."

10. Article XVI Education Benefits -

Eliminate section- 2 in it's entirety. Add "Section 2 - Employees will be required to maintain any license as required of their position. Employees that currently have education stipends will have their stipend rolled into their base salary."

11. Article 1 - Recognition and Schedule A - Amend to provide that the Sanitation Supervisor position be removed from the contract and salary guide.

12. Miscellaneous

A. All terms and conditions of employment contained in the collective negotiations agreement between the Township and Local 97 which expired on December 31, 2012 shall remain in full force and effect except as modified herein.

B. This Memorandum of Agreement is subject to ratification by the Township of Roxbury's Council and by the membership of Local 97. Subject to the foregoing sentence, the undersigned hereby represent that they are authorized by their respective principals to enter into this Agreement.

C. The Township shall prepare a collective negotiations agreement incorporating the terms of this Memo of agreement. In doing so, it will draft language to incorporate the foregoing changes and review and revise the agreement to correct and clarify existing language as necessary.

D. This Memorandum of Agreement represents the entire agreement of the parties. Any and all proposals and counterproposals not contained herein are deemed withdrawn and void. No other agreement/practice between the parties shall be enforceable.

Jill Pitman
Union Representative

[Signature]
Township Manager

Abraham
Shop Steward

[Signature]
Shop Steward

Dated: 8/21/14

Title	2012 Salary	2013 Salary Range
Water Supervisor	\$95,843	Eliminate
Sewer Supervisor	\$89,498	\$55,000 - \$89,498 Eliminate on Vacancy
Sanitation Supervisor	\$75,721	Eliminate
Building & Grounds	\$73,006	\$55,000 - \$73,006
Equipment & Repair	\$73,006	Eliminate
Road Supervisor	\$73,006	\$55,000 - \$73,006
Assistant Supervisor Road Department	\$71,941	\$55,000 - \$71,941 Eliminate on Vacancy
Assistant Supervisor	\$67,069	\$55,000 - \$67,069
<u>Foreman:</u>		
Road	\$63,095	\$55,000 - \$63,095
Parks	\$63,095	\$55,000 - \$63,095
Equipment & Repair	\$69,071	\$55,000 - \$69,071
Sewer	\$70,010	\$55,000 - \$70,010
Water	\$61,500	\$55,000 - \$61,500