

RESOLUTION R2010-101

**EAST WINDSOR TOWNSHIP
MERCER COUNTY**

WHEREAS, as a result of negotiations, the Teamsters Local Union No. 676 and the Township of East Windsor have reached agreement on the terms and conditions of a collective bargaining agreement for the period beginning January 1, 2010 and expiring on December 31, 2011, as set forth in the attached Memorandum of Agreement; and

WHEREAS, the attached Memorandum of Agreement has been ratified by the members of Teamsters Local Union No. 676; and

WHEREAS, the Township Council has reviewed the attached Memorandum of Agreement and finds it to be in the best interests of the Township.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of East Windsor, in the County of Mercer, State of New Jersey as follows:

1. The Mayor and Municipal Clerk are hereby authorized and directed to execute the attached Memorandum of Agreement between the Township and Teamsters Local Union No. 676 effective January 1, 2010 and expiring December 31, 2011.
2. A copy of the said Memorandum of Agreement will be available for public inspection in the Office of the Municipal Clerk.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the East Windsor Township Council at a meeting held on June 15, 2010.



Cindy A. Dye
Municipal Clerk

MEMORANDUM OF AGREEMENT BETWEEN
EAST WINDSOR TOWNSHIP AND
TEAMSTERS LOCAL UNION NO. 676

This MEMORANDUM OF AGREEMENT ("MOA") is entered into this _____ day of _____ 2010, by and between East Windsor Township (hereinafter the "Township") and the Teamsters Local Union No. 676 (hereinafter referred to as "676").

WHEREAS, the Township and 676 are parties to a collective bargaining agreement (the "Agreement") effective January 1, 2004 through December 31, 2009; and

WHEREAS, the membership of 676 has ratified the terms of this MOA, as set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Township and 676 agree to the following provisions modifying and extending the Agreement, subject to the approval of the Township Council:

1. The term of the Agreement which expired on December 31, 2009 pursuant to Article 45, shall be extended for two (2) years through December 31, 2011.
2. Article 40, Section A 1-3 of the Agreement is deleted and replaced with a new Article 40, Section A 1-3 to read as follows:

Section A: Health Benefit Program

1. Effective June 1, 2010, the State Health Benefits Program – Direct 15 Plan shall be offered to all full-time employees and dependents, with the Township paying one hundred (100%) percent of the premium. Employees shall have the option of buying up to the Direct 10 Plan, at their option, with the additional premium cost for such upgrade being deducted from such employee(s) as a payroll deduction.

2. a. The prescription card is provided through and in accordance with the State Health Benefits Program, which currently provides co-pays of \$3.00 generic; \$10 brand; \$5/\$15 mail order (90 day supply).

b. The Township shall pay one hundred (100%) percent of the premium cost the applicable State Health Benefits Program Prescription card plan for all full-time employees and dependents.

3. Vision Care - \$150.00 per year to be reimbursed for each employee, to the extent not covered by the Direct 15 Plan.

3. Article 40, Section A of the Agreement is amended by adding a new Article 40, Section A 6, 7 and 8 to read as follows:

6. Permanent part-time employees can enroll on pro-rated premium basis, as the State Health Benefits Program rules may permit.

7. Employees shall contribute 1.5% of base salary to premium, commencing May 21, 2010.

8. Payments for waivers or reductions of health benefits shall be in accordance with State laws governing those provisions and implementing Township personnel policies.

4. Article 40, Section B of the Agreement is deleted and replaced with a new Article 40, Section B to read as follows:

Section B: Health Benefit Program for Retiree

The Township shall provide, effective June 1, 2010, the NJDirect 15 Plan and prescription plan provided to retirees under the State Health Benefits Program for each employee, retiring with twenty years of Township service and having twenty-five (25) years or more of service credit in a State or locally administered retirement system or to employees who have retired or will retire on a disability pension or to employees who are at least age sixty-two (62) with at least twenty (20) years of service with the Township, which benefit shall be fully paid for by the Township.

5. Article 32 Sections A & B of the Agreement is deleted and replaced with new Article 32, Section A & B to read as follows:

Section A. Compensation for 2010

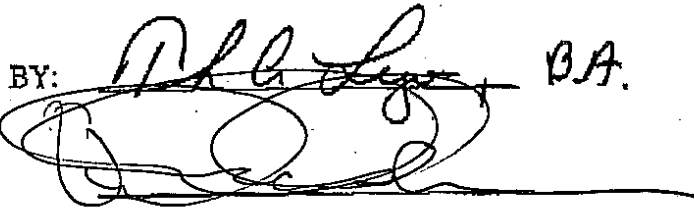
676 members shall receive no increase in wages for calendar year 2010.

Section B. Compensation for 2011

676 members on the Township's payroll on January 1, 2011 shall receive an across-the-board wage increase of one and one-half (1.5%) percent. Such wage increase shall be a minimum increase, provided that in the event any non-police union in the Township negotiates a wage increase for 2011 greater than 1.5%, taking into full consideration any and all offsetting financial and/or economic concessions that may be agreed to with such unions for 2011, then the members of the 676 shall receive an equivalent increase for 2011.

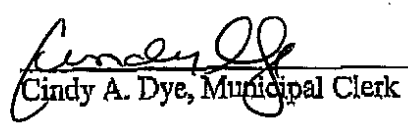
- 6. For 2010 calendar year, the Township shall not impose any layoffs, furloughs, or outsourcing of 676 members or their duties. In addition, for the 2010 calendar year, the Township shall impose no demotions or downgrades of 676 members, absent disciplinary proceedings for cause.
- 7. This MOA is without prejudice to any pending grievances or PERC charges that may have been filed by or on behalf of the Local Union or any 676 members, or to the Township with respect to layoff decisions made prior to this MOA. Nothing in this MOA shall be construed as an omission against the Union or Township in any such pending matters.
- 8. Except as modified hereby, all other terms and conditions of the Agreement will remain unchanged and in effect through December 31, 2011.

TEAMSTERS LOCAL UNION 676

BY:  BA.

TOWNSHIP OF EAST WINDSOR

By: 
 JANICE S. MIRONOV, MAYOR


 Cindy A. Dye, Municipal Clerk