

MORRIS TOWNSHIP
AND
IBT LOCAL 469

MEMORANDUM OF AGREEMENT

The Township of Morris ("Township") and International Brotherhood of Teamsters Local 469 ("IBT" or "Union") have reached an agreement for a successor collective negotiations agreement. Below are the provisions that the parties have tentatively agreed to during the course of the collective negotiations. These agreements are contingent upon a full and final agreement being consummated between the parties. The negotiating committee for each party agrees to recommend ratification of this Agreement. Words that are underlined are to be added to the Agreement and words ~~struck-out~~ shall be deleted. No other modifications to the collective negotiations agreement will be made.

1. Revised all dates as applicable.
2. Correct any identified typographical errors.
3. Revise *Preamble and Purpose*, to reflect the date of signing of the Agreement.
4. Revise language in Article I, Recognition, to reflect:

Add to the exclusion paragraph: Fire, ...

5. Article III, *Grievance Procedure*, Step 4 to reflect:

STEP 4: If no satisfactory settlement can be agreed upon at Step 3, within thirty (30) days from the time of receipt of a result unsatisfactory to the Union or the grievant, the matter may be referred ~~by the grievant~~ to the New Jersey Public Employment Relations Commission (P.E.R.C.) for arbitration.

6. Revise Article IV, Seniority, to reflect:

* * *

B. ...The Township shall have sole discretion in determining the qualifications of eligible applicants.

7. Revise Article V, *Union Representatives*, to reflect:

A. When the Union decides to have its representatives enter the Township or premises, for any reason identified in this

section, it will request such permission to enter from the appropriate Township. . .

B. Four Shop Stewards

* * *

Shop Stewards shall be permitted a reasonable amount of time to investigate, present and process grievances on or off the property of the Township

8. Revise Article VI, *Hours of Work and Overtime*, to reflect:

Add the following:

B. From the date of the MOA for contract term 2022 -- 2025 until May 1, 2023, Sanitation personnel shall, on a trial basis commence work at 5:30 a.m. and end work at 1:30 p.m. Monday through Friday. Sixty days prior to the end of the trial term, the Township and union will meet to determine whether to continue these hours of operation on a permanent basis. Either party may unilaterally determine that the adjusted hours will not be continued.

9. New Article VII, *Overtime*: [renumber remaining Articles]

A. *Overtime* - ...

1. All employees, except as otherwise provided herein, shall be paid time and one-half their hourly rate of pay for the job classification of work to be performed for all time worked each hour of duty beyond the normal tour of duty. ~~After an employee works one-half (1/2) hour of overtime, he shall receive overtime pay in one-half hour increments for each one-half (1/2) hour worked.~~ In computing time worked for overtime eligibility, all approved leave time will be included, with the exception of "leave without pay."

2. Overtime, as set forth above, shall also be paid when an employee who is eligible to receive it ...

3. . . . the employee may only use ~~fifty-six (56)~~ eighty (80) hours in a calendar year.

B. Minimum Guarantee - An employee called out to report in to work outside of his normal working hours...

* * *

In the distribution of overtime work, preference ~~over temporary or seasonal employees~~ shall be given to permanent fulltime employees ~~over temporary or seasonal employees.~~

D. Meal Allowances for Working Nonscheduled Overtime

When working nonscheduled overtime, employees shall be entitled to the following annual meal allowances of \$175 in 2022 and \$200 every year thereafter to be used as needed for qualifying meal breaks.:

BREAKFAST	LUNCH	SUPPER
ALLOWANCE	ALLOWANCE	ALLOWANCE
\$9.00	\$9.00	\$14.00

To be eligible for a meal allowance, a member must first fulfill the criteria set forth below:

- ~~1. Work a minimum of three (3) hours unscheduled overtime to be eligible for the allowance.~~
- ~~2. Any employee required to work more than three (3) hours past his/her scheduled work shift shall be provided the above stipend for a supper allowance.~~
- ~~3. Meals shall be scheduled by the employee's supervisor based on workload. All employees are required to have their supervisor's approval prior to breaking for any meal.~~
- ~~4. All employees will be allotted one hour for each meal.~~

F. Sewer On Call

On a rotating basis, a Sewer employee shall be on-call each week. The employee who is on-call any given week, when a Township vehicle is available, shall be permitted to take a Township vehicle home each night, which the employee shall use in the event he/she needs to attend to an emergency outside of regular business hours. If all Township vehicles are assigned to other individuals, such as in anticipation of a snowstorm, then the Sewer employee shall not have a Township vehicle to use on that occasion.

10. Revise Article ~~VII~~ VIII, *Holidays*, to reflect:

A. The following ~~twelve (12)~~ thirteen (13) days are designated as official holidays. In January of each year an annual list shall be published indicating the dates on which each holiday will be celebrated.

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	<u>Juneteenth (Third Friday in June)</u>	Thanksgiving Day

Washington's Birthday
Good Friday

Independence Day
Labor Day
Columbus Day

Day After Thanksgiving
Christmas Day

* * *

D. "... unless he or she is absent due to prior on authorized leave with pay. Authorized leave with pay shall include:

11. Revise Article VIII IX, *Vacations*, to reflect:

* * *

~~B. C.~~ Where in any calendar year, vacation or any part thereof is not used by reason of pressure of business, voluntary deferment or disability, such vacation period or parts thereof not used shall accumulate and shall be used during the next succeeding year only and are to be used within the first nine (9) months of the succeeding year, along with that year's vacation allotment, which shall be used pursuant to policy. Carryover vacation not taken in the first 9 months of the succeeding year shall be forfeited. No annual leave shall be taken without the permission of the Township Administrator and the Department Head."

~~C. A vacation leave which an employee does not take of his or her own volition during any calendar year may be held over and taken prior to June 30 of the following calendar year and, if not so taken, shall expire and shall not accumulate. The scheduling of this vacation must be approved by the Department Head. The employee may make a request through their Department Head to extend the prior year vacation time to September 30th subject to the approval of the Department Head, Township Administrator and Township Committee.~~

~~H. Deferred Vacations~~

~~(1) — Reasons for Deferment~~

~~(a) — The governing body may, by resolution, grant deferments of vacation to the following year to:~~

~~(i) — Take advantage of an unusual recreational opportunity (such as an extended trip) or for special personal projects, provided that at least one (1) full week is deferred and the total resultant vacation in the following year does not exceed eight (8) weeks.~~

~~(ii) Enable an employee to take the balance of vacation unavoidably postponed by disability. Any portion of the vacation which can be taken during the current year should be taken.~~

~~(b) The intent of the vacation plan is for employees to take their full vacation in each calendar year. Any employee's request for deferment of vacation must be in writing to the department head.~~

~~(2) Deferments may not be made for more than one (1) year.~~

Re-letter all remaining paragraphs in Article.

~~I. Vacation and Resignation~~

~~(1) ... resign, vacation shall be approved only on an individual, case by case basis, and solely at the discretion of the Township.~~

~~* * *~~

~~(4) In cases of death, either in active service or while on disability, payment in lieu of vacation is allowed. Payment in lieu of vacation will be for the full amount of unused days for which the employee would have been entitled during the year in which the last day of active service preceding death occurred.~~

~~(5) In cases where an employee resigns while on leave of absence, payment in lieu of unused vacation may be allowed.~~

~~I. K. Payment in Lieu of Regular Vacation~~

~~(1) No employee shall receive compensation for any accumulated vacation time upon retirement or resignation from employment with the Township.~~

~~(4) In cases of death, either in active service or while on disability, payment in lieu of vacation is allowed. Payment in lieu of vacation will be for the full amount of unused days for which the employee would have been entitled during the year in which the last day of active service preceding death occurred.~~

~~(5) In cases where an employee resigns while on leave of absence, payment in lieu of unused vacation may be allowed.~~

12. Revise Article X, *Leaves of Absence*, to reflect:

* * *

C. Leave of Absence Without Pay

* * *

1. Leaves of absence without pay . . .

b) . . . to attend school or to engage in a course of study designed to increase his usefulness his or her contribution to the Township on his or her return to service.

* * *

F. Sick Leave and Terminal Leave

1. "Sick leave" is defined as the absence from duty of an employee because of illness, accident, exposure to contagious disease, attendance to upon members of his/her immediate family members which shall include the member's spouse, domestic or civil union partner, parent or biological or adoptive child and other relative residing in the employee's household or any other individual whose close association with the employee is the equivalent of a family relationship, such as a step-relative because of an illness which requires the care and attendance of such employee. A certificate of a reputable physician licensed medical provider of the need for that employee's attendance may be required of any employee upon the employee or member requesting leave for the care of an immediate family member. ~~In attendance upon any employee or member if his/her immediate family may be required as proof if need of leave of absence.~~

Commented [JTP1]: Note additional language for covered family members.

5. " Where employees have left the Township's employ and are subsequently were reemployed, the last date of reemployment . . . "

6. "The Township reserves the right to have any employee who has called out of work ~~reported-or-reporting~~ as ill or sick to be examined by a physician designated by the Township. The Township....

13. Revise Article ~~XI~~ XII, Rates of Pay and Compensation, to reflect:

Commented [JTP2]: Note Retroactivity is addressed in Art XXII Application of Benefits.

* * *

C. Special Licenses - ...

* * *

2. Pool Operator License. The Township will pay a stipend to an employee holding a Pool Operator License which shall be a requirement for the position of Swim Pool Maintenance.

* * *

F. Operator Helpers hired after January 1, 2022, shall start at the rate of \$45,219 per year. They shall have six months from the date of hire to acquire a Class B Commercial Driver's License ("CDL"). Upon obtaining a CDL, the Operator Helper shall be placed at the lowest rate of pay in the range provided for in Schedule 1. Should an Operator Helper fail to acquire a CDL or show good cause for failing to acquire a CDL, within the first six months of employment with the Township, this shall be good cause for the employee's termination.

Operator Helpers at sewer treatment plants that qualify per the provisions of Schedule 'C' shall receive Grade Differentials over and above their regular hourly rate as listed in Schedule 'A'.

~~G. Operators of the Jet Vac and TV Inspection Truck who work for the Sewer Department and whose rate of pay already exceeds that of other employees within the Union, shall receive an up rate differential of sixteen (\$16) fifty (\$50) cents per hour above their regular hourly rate of pay for all time operating the Jet Vac and TV Inspection Truck. Employees of the Parks and Recreation and Road and Sanitation Departments, who operate this equipment, shall receive an up rate differential of fifty cents (\$50) per hour above their regular hourly rate of pay.~~

I. [The] Township shall provide the union sixty-days' notice prior to converting to the semi-monthly payment schedule of issuing paychecks on the 15th and last day of each month. Union employees shall receive their pay each pay period via direct deposit. The Township shall issue salary payments on a semi-monthly basis (on the 15th and last day of each month) via direct deposit.

Commented [JTP3]: Note clarifying language

J. Tool Allowance: The Township will provide \$2500 annually to be used for the purchase of requested tools by members. This is a pool of money to be used by the mechanics for fleet maintenance. The Township shall meet with the mechanics each year by the end of April to determine what tools are needed and which shall be purchased with the funds. Tools requested and approved for purchase will belong to the employee Township.

14. Revise Article ~~XIX~~ XX, *Work Uniforms*, to reflect

The Township will provide five (5) tee-shirts per year to each employee and will reimburse the employee \$600 per year for other approved gear, which shall include uniforms, clothing and boots.

15. Revise Article ~~XX-XXI~~, *Term and Renewal* as follows:

This Agreement shall be in full force and effect as of January 1, 2018~~22~~, and shall remain in effect to and including December 31, 2025~~24~~ and shall continue to remain in full force and effect beyond that stated expiration date set forth herein until a successor agreement is executed and becomes effective.

16. Article ~~XXI-XXII~~ Agency Shop

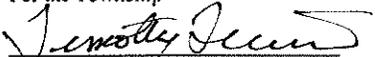
A. Pursuant to the provisions of the New Jersey Employer-Employee Relations Act, as amended, All employees in this negotiating unit who are not now or subsequently elected not to be members of the Union or who hereafter may be employed and who, after the probationary period of employment choose not to become members of the Union, and voluntarily elect to pay agency shop fees, shall have deducted from their pay on a monthly basis a fair share representation fee in lieu of dues equivalent to eight-five percent (85%) of the dues charged by the Union to its members. The Union shall identify any such employee to the Township with written confirmation from the employee of the election to pay agency shop fees.

B. For employees who are eligible, but choose not to be, in the Union and elect to pay agency shop fees, in addition there shall be deducted . . .

17. Revise Schedule A as follows:

Add new title and rates for Swim, Pool and Park Maintenance.

For the Township


Timothy Quinn, Township Administrator

Dated: 4/29/2022

For the Union:


Michael Bröderick, Vice President

Dated: 4/29/22