

R 215-2023

**RESOLUTION OF THE BOROUGH OF MADISON IMPOSING FINAL CONTRACT
OFFER WITH THE TEAMSTERS LOCAL 469**

WHEREAS, the Borough of Madison ("Borough") is a public employer within the meaning of the New Jersey Employer Employee Relations Act ("Act"); and

WHEREAS, the Teamsters Local Union No. 469 ("Teamsters") is a public employee representative within the meaning of the Act and represents water, sanitation, roads and parks and mechanical service classified as truck drivers, laborers, equipment operators, foremen, lead men, meter readers, customer serviceman, second class truck driver, mechanics and water utility men, station operator and building custodian and head custodian; and

WHEREAS, the collective negotiations agreement between the parties expired on December 31, 2021; and

WHEREAS, prior to the expiration of the collective negotiations agreement, the parties negotiated on several occasions including but not limited to July 22, 2021, October 20, 2021, December 14, 2021, February 3, 2022; and

WHEREAS, the parties reached an impasse and on February 18, 2022 the Teamsters filed a Notice of Impasse with the New Jersey Public Employment Relations Commission ("PERC"); and

WHEREAS, the parties met with the mediator and engaged in mediation on July 14, 2022 and December 21, 2022; and

WHEREAS, the parties were unable to reach terms to a successor agreement; and

WHEREAS, on January 19, 2023, PERC sent correspondence to the Borough and Teamsters advising that the impasse has not been resolved and pursuant to N.J.A.C. 19:12-4.1(a) fact finding with recommendations for settlement was invoked; and

WHEREAS, on March 14, 2023, Fact Finder Robert Weakley sent correspondence to the Borough and Teamsters advising that he was appointed the fact finder in accordance with N.J.A.C. 19:12-4.2; and

WHEREAS, on May 16, 2023, Fact Finder Robert Weakley held a mediation/fact finding session and the parties presented evidence and arguments in support of their positions; and

WHEREAS, on May 21, 2023, Fact Finder Robert Weakley issued his award which he believed represented an equitable and practical solution that would permit the parties to conclude negotiations; and

WHEREAS, on June 8, 2023, the Teamsters rejected the Fact-Finding award and notified the Borough of same; and

WHEREAS, the Borough posted the Fact-Finding Award on its website on June 13, 2023; and

WHEREAS, on July 12, 2023 the Borough and Teamsters met and exchanged statements of position, tried to reach an agreement, confirmed prior tentative agreements but there remained an impasse between the parties; and

WHEREAS, the Borough and the Teamsters have exhausted dispute resolution procedures and the Borough seeks to implement its last best offer in accordance with the Act.

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Madison, County of Morris, State of New Jersey, as follows:

1). The Borough hereby accepts and ratifies the Fact-Finding Award dated May 21, 2023 by Robert Weakley attached hereto as exhibit A and will implement same upon the Teamsters Local No. 469.

2). The Borough hereby further accepts and ratifies the following prior tentative agreement contract terms and will implement same upon the Teamsters Local No. 469:

a. Clarification of the meal allowance provisions to be in sync with the meal allowance provisions in the IBEW Local 1289 existing contract.

b. All uniforms shall be ordered in January of each year of the contract term or as soon as possible thereafter.

c. The Borough will deduct all union fees including the initiation fee for all members who file membership payroll deductions sheets.

d. Modify bereavement language to the following:

Bereavement: In the event of a death of a relative who resides with an employee (within the same household), the employee shall be granted a total of five (5) consecutive days just before or after the funeral to assist the family during the time of grief.

In the event of the death of a child, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, grandparent or

grandchild not residing with an employee, five (5) days shall be granted with pay for this purpose.

In the event of the death of a cousin, aunt, uncle, spouse's grandparent, son-in-law, daughter-in-law, niece or nephew, one day with pay shall be granted to attend the funeral.

If time is needed beyond that which is granted above, the employee may use up to five (5) sick days for bereavement or family assistance in the death of the above-listed relatives.

e. Up to a \$300 reinforced toe safety boot allowance shall be established on a reimbursement basis with a receipt. Management to approve prior to purchase.

3). This resolution shall take effect immediately.

ADOPTED AND APPROVED
July 24, 2023



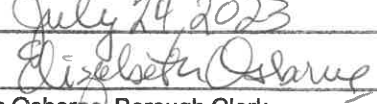
ROBERT H. CONLEY, Mayor

Attest:



ELIZABETH OSBORNE, Borough Clerk

I, Elizabeth Osborne, Clerk of the Borough of Madison, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Council at a duly convened meeting

held July 24 2023


Elizabeth Osborne, Borough Clerk

**STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION**

In the Matter of the Fact-finding Between the

Borough of Madison

and

IBT Local 469

Before: Robert A. Weakley, Factfinder

Docket No. FF- 2023 -007

Appearances:

For the Borough: Adam S. Abramson- Schneider, Esq.
Raymond Codey, City Administrator

For the Union: Michael L. Broderick, President, Local 469

Procedural Background

Local 469 IBT, represents all blue-collar employees covered under the current collective bargaining agreement with the Borough of Madison. The termination date of the current agreement was December 31, 2021.

The parties engaged in direct negotiations on the following dates: 7/22/2021, 10/20/2021, 12/14/2021, 2/3/2022. The parties were unable to reach an agreement and proceeded to mediation. The parties participated in two mediation sessions, however, the impasse persisted.

In accordance with N.J.A.C. 19:12-4.2, I was selected as the Factfinder in the above matter. A mediation/fact-finding session was held on May 16, 2023, at Madison Borough Hall. The parties presented evidence and arguments in support of their positions.

Issues in Dispute

Salary increases for the years 2022, 2023, 2024, and 2025 were the only remaining issues in dispute. At the conclusion of the session on May 16, 2023, the parties' positions were relatively close to one another, however, no final agreement was reached.

In order to avoid the time and expense of a full hearing it was agreed that I would issue an expedited, abbreviated factfinding award.

I have carefully reviewed the data presented by each party and noted the strong arguments presented to explain their positions. The Borough stressed the established pattern of settlement, indicating that four units were already settled at a 2% annual increase per year. The Borough also pointed out the ever-increasing costs of labor, goods and services which place a burden on the municipal budget and the resulting impact on the taxpayer. The Union focused on current economic conditions, increased cost of living, and the comparability of salaries in the surrounding municipalities. The Union also argued that four employees in the unit, who are paid on a second-tier, newer

salary guide, are substantially underpaid when comparing the same positions in similar municipalities.

Award

After careful consideration of the above arguments and the evidence presented, I am recommending the following terms for settlement:

Salary guide increases on all steps as follows:

Effective January 1, 2022, a 2% increase.

Effective January 1, 2023, a 2% increase.

Effective January 1, 2024, a 2% increase.

Effective January 1, 2025, a 2% increase.

Increases will be retroactive to January 1, 2022, and step movement will be paid in each year where required.

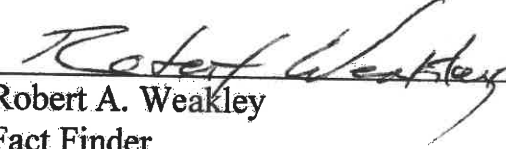
I am also recommending a salary retention adjustment for the following employees:

John Cerrutti
Edward Ramirez
Christopher De Rosa
Michael Dollar

These employees are to be paid \$500.00 additional in base salary in each year of the contract: 2022, 2023, 2024 and 2025, and such payment is to be incorporated into their step on the guide.

Any items previously agreed upon will be incorporated into the new contract.

I believe that this recommendation represents an equitable and practical solution that will permit the parties to conclude these negotiations. I encourage both sides to review and adopt these recommendations.

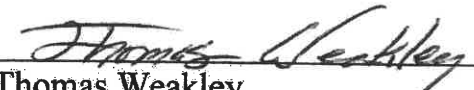


Robert A. Weakley
Fact Finder

Dated: May 21, 2023
Mountainside, NJ
State of New Jersey

}
County of Union, NJ ; ss:

On this 21th day of May, 2023 before me personally came and appeared Robert A. Weakley to me known and known to me to be the individual who executed the foregoing instrument and who acknowledged to me that he executed same.



Thomas Weakley
Notary Public of New Jersey
My commission expires *April 1, 2025*

THOMAS WEAKLEY
NOTARY PUBLIC
STATE OF NEW JERSEY
ID #2452198
MY COMMISSION EXPIRES APRIL 1, 2025

