

MEMORANDUM OF AGREEMENT

The **TOWNSHIP OF ROBBINSVILLE** (hereinafter called the “**Township**” or “**Employer**”) and **TEAMSTERS Local 35 (DPW unit)** (hereinafter called the “**Union**”) hereby agree to this Memorandum of Agreement dated **April 19, 2023** with respect to a successor collective negotiations agreement between the parties. This Agreement is subject to ratification of the parties. The parties agree to recommend ratification of this Agreement to their respective membership (the Township Council and Union members, respectively).

The terms of the Memorandum are as follows:

1. The term of the successor agreement shall be from January 1, 2023 to December 31, 2025.
2. All terms of the existing contract shall remain in full force and effect, except as modified by this memorandum.
3. The parties shall mutually create and agree upon a successor collective bargaining agreement from the terms of this memorandum.

4. **Article 8 Sick Leave**

Add to paragraph A.1. to provide that the sell back option does not apply to employees hired on or after May 21, 2010.

5. **Article 10 Insurance**

Modify paragraph B to clarify that the Township shall pay the full cost for the basic dental plan for the employee and his/her dependents, if any.

6. **Article 12 Vacations**

Add to paragraph A.2. that for employees hired on or after May 21, 2010, the 5 days of earned and accumulated vacation time may be carried over into the next calendar year when an employee is unable to use such time due to pressures of Township

operations. Any vacation days carried over and not used in the next calendar year will be forfeited. Notwithstanding the preceding two sentences, for employees hired on or after May 21, 2010, vacation time that an employee is unable to take because of duties directly related to a governor-declared state of emergency may be carried over until the days are used.

7. **Article 13 Salaries**

a. Wages will be increased as follows:

1/1/23 - 2% + \$2000 base pay adjustment
1/1/24 - 2% + \$2000 base pay adjustment
1/1/25 - 2% + \$2000 base pay adjustment

b. Effective on ratification, starting pay for new hires will be increased to \$38,000 for the 12 months of probation. For the second year of employment, the employee's salary will be increased by the contractual wage increase (currently 2% + \$2000 for 2023, 2024, and 2025, as applicable), or \$40,000, whichever is greater. Titles of Laborer 1 and 2 will be merged into a Laborer title at the \$38,000 starting pay.

c. Employees hired in 2022 or currently in their probationary period will have their salaries increased to \$38,000 for the remainder of the 2023 calendar year. Effective 1/1/24, the employee's salary will be increased by the contractual wage increase (currently 2% + \$2000 for 2024) or \$40,000, whichever is greater. Thereafter, wage increases shall be consistent with the contractual wage increase.

d. A "train the trainer" stipend will be added in the amount of \$1500.00 per year for any employee who trains, in that year, another employee to receive a CDL. In order to receive the stipend, the employee must engage in training during the calendar year.

e. An annual stipend of \$1500 per year will be added to the contract for the position/assignment of Mandatory Training Coordinator.

f. The uniform paragraph will be modified as follows:

On even numbered years, the Township will provide each employee with 5 T-shirts and 5 sweatshirts and 1 jacket to be worn during working time. On odd years, the Township shall reimburse each member an amount not to exceed \$150 for the purchase of work boots of their choice to be worn during working time.

New employees who successfully completes probation will receive 5 shirts and 5 sweatshirts. If it is an even year, the new hire will receive a work jacket. If it is an odd

year, the new hire will receive reimbursement of up to \$150 for work boots of their choice.

8. **Article 14** **Overtime**

Modify paragraph D.7. to provide that a new hire during probation shall not be entitled to elect compensatory time for overtime hours worked.

Add the bolded language to D.11. "When the Township offices are closed due to snow or any other type of emergency, **and the administration staff and management will not be physically present at the municipal building . . .**"

9. **Article 15** **Meal Allowance**

Adjust allowances to \$10 for breakfast, \$15 for lunch and \$20 for dinner.

TEAMSTERS LOCAL 35



Dan Kreiser



Dave Fried, Mayor

TOWNSHIP OF ROBBINSVILLE

Joy Tozzi, Township Administrator

Dave Fried, Mayor

RESOLUTION AMENDING RESOLUTION 2023-167 THAT APPROVED A NEW COLLECTIVE NEGOTIATIONS AGREEMENT WITH TEAMSTERS LOCAL 35

WHEREAS, on June 22, 2023, pursuant to Resolution 2023-167, the Robbinsville Township Council approved a new collective negotiations agreement with Teamsters Local 35 for the term January 1, 2023 through December 31, 2025 ("MOA"); and

WHEREAS, subsequent to adopting Resolution 2023-167, revisions were made, at the Teamsters' request, to certain language in the MOA to clarify the meaning of same, thereby necessitating an amendment of the MOA and Resolution 2023-167 approving same; and

WHEREAS, the Township Administration has recommended ratification of the amended Memorandum of Agreement with Teamsters Local 35; and

WHEREAS, the Township Council having reviewed the Memorandum of Agreement and finding ratification of the Agreement is in the best interests of the Township;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Robbinsville, County of Mercer, State of New Jersey, that Resolution 2023-167 be amended and that Memorandum of Agreement by and between the Township of Robbinsville and Teamsters Local 35 covering the terms and conditions of their employment entered into by and between the Township of Robbinsville and Robbinsville Teamsters Local 35, as amended, is hereby ratified and accepted.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the amended collective bargaining agreement by and between the Township of Robbinsville and Teamsters Local 35 consistent with the amended Memorandum of Agreement.

I certify this to be a true copy of a Resolution adopted by the Township Council of the Township of Robbinsville at a meeting held on August 10, 2023.


Kaitlyn Macellaro, Deputy Municipal Clerk