

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between the City of Garfield, having its offices at 111 Outwater Lane, Garfield, New Jersey, 07026 (hereafter, the "City") and the International Brotherhood of Teamsters, Local Union No. 469, having its principal offices at 3400 Highway 35, Suite #7, Hazlet, New Jersey 07730 (hereafter, the "Union").

WHEREAS, the Union is the recognized exclusive bargaining representative for the City's organized Department of Public Works work force (the "Blue Collar" unit) for the purpose of collective negotiations with the City regarding terms and conditions of their employment; and

WHEREAS, upon expiration of the Collective Bargaining Agreement between the City and the Union on December 31, 2022 (the "2018-2022 CBA") the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to the 2018-2022 CBA; and

WHEREAS, as a result of those negotiations, the parties have arrived at a tentative agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and the Union hereby stipulate and agree as follows:

1. The provisions of this MOU are subject to ratification by the respective parties to the contract.
2. The signatories below agree to recommend this MOU for ratification by their respective constituencies.
3. A copy of this MOU has been furnished to representatives of the City and the Union.
4. All proposals not covered herein made by either party during the course of negotiations have been deemed withdrawn.



5. All provisions of the 2018-2022 CBA shall be incorporated into the 2023-2027 CBA except as hereinafter provided.
6. Unless otherwise notified, all dates involving the duration of the new Collective Bargaining Agreement shall be conformed to the duration of this negotiated MOU.
7. Unless otherwise specified, all changes shall be retroactive to the effective date of the new Collective Bargaining Agreement.
8. The 2018-2022 CBA shall be modified as per the following agreed changes:
 - Duration: a five (5) year term commencing on January 1, 2023 and expiring on December 31, 2027.
 - Contract Article I (“Recognition”)
 - i. The following section is added as Article 1.3 (“Gender Neutrality”):

Where this collective agreement uses a feminine or masculine pronoun, the language shall be amended and read to be gender neutral. Where the singular is used, it may also be deemed to mean plural where the context so requires. (Article 1.3)

- Contract Article IV (“Seniority”)
 - i. Article 4.3 is updated as follows:

Other than part-time employees, new employees retained beyond the probationary period shall be considered regular employees and their length of service with the Employer shall begin with the original date of their employment and their names placed on the “Seniority List”. Such seniority list shall be kept up to date with additions and subtractions as required.

- ii. The following is added to Article 4.4 (“Probationary Period”):

In addition to the forgoing, all Employees shall not be entitled to health and retirement benefits or clothing and boot allowance for the first ninety (90) days of employment. (Article 4.4)

- iii. In Article 4.10 the term “full-tune” was updated to “full-time.”
- Contract Article V (“Hours of Work and Overtime”)
 - i. Old Articles 5.2, 5.3, 5.4, 5.11, and 5.13 are replaced with new Articles as follows:



5.2 as follows:

Department of Public Works Day Shift, 7:00 a.m. to 3:30 p.m. (including Keyboarding Clerks located within the Department of Public Works).

5.3 as follows:

Recreation Day Shift Keyboarding Clerks - 8:00 a.m. to 4:30 p.m.

5.4 as follows:

Any work performed beyond eight (8) hours in anyone day of the normal work week shall be considered overtime and be compensated for at one and one-half (1 ½) times the regular hourly rate of pay, or as compensatory time as set forth in Article 5.20 below.

5.10 as follows:

Any call-ins before or after a snow emergency shall be guaranteed a minimum of four (4) hours' notice to the employee. Said employee shall be entitled to a minimum of four (4) hours work at the overtime rate for regular snow emergencies.

5.11 as follows:

Part-Time Employees

Except in the case of emergency or in the event of performance on an assigned job, no part-time employee shall perform in excess of one-hundred, twenty-nine (120) hours per month, the duties of employees in the bargaining unit, nor shall part-time employees be retained if regular permanent qualified employees are on a temporary layoff due to a reduction in force. There shall be no more than three (3) part-time employees at any given time. Part-time employees cannot be utilized before or after the regular work day unless the Union overtime list has been exhausted and said opportunity was given to Union full-time employees as first priority.

In addition to the above, seasonal part-time employees may be employed, with prior approval from the Union, during the time frame of May 1-September 1 of each year.

5.13 as follows:

Lunch period for employees at the Department of Public works starting at 7:00 a.m. shall be a thirty (30) minute period between 11:00 a.m. to 1:00 p.m., for which employees shall not be paid. This lunch period shall not include travel time or time needed to clean up and/wash up. A courtesy, paid ten (10) minute period will be provided following the thirty (30) minute unpaid lunch period. Should an employee be required to work through his lunch period, he shall be given an opportunity to take a lunch period and be paid for such lunch period at the rate of thirty (30) minutes only.

Recreation department Employees shall be given an opportunity to take a thirty (30) minute lunch break, should they so desire, without pay.

ii. The following, Article 5.20, is added ("Compensatory Time")

This provision applies to Full-time Employees that are covered under this contract only. Compensatory time shall be computed at the rate of time and one-half, in increments of thirty (30 minutes). The Employee shall have the discretion as to whether the overtime shall be paid as overtime compensation or as compensatory time (in increments of thirty (30) minutes) and shall exercise such discretion either immediately before working such overtime or immediately after completing the working of such overtime and the Employee shall notify the Employee's immediate supervisor in writing of the Employee's decision, subject to the needs of the Department. The Employee shall notify the Director of the Department of their choice to accrue compensation time within seventy-two (72) hours of working the overtime that they wish to use as compensatory time. If the Employee chooses compensatory time, that choice may be altered at the sole option of the Employee under the following conditions:

1. The request for conversion from compensatory time to overtime compensation is made in the calendar year during which the compensatory time was earned and submitted in increments of no less than thirty (30) minutes.
2. The request for conversion must be received by the Director of the Department no later than the day following the normal pay day to ensure its inclusion within the next two (2) pay periods.

An Employee may accumulate no more than forty-eight (48) hours of overtime to be banked as compensatory time which is equivalent to seventy-two (72) hours at straight time. For all hours in excess of forty-eight (48) hours of overtime pay the Employee shall receive only paid overtime compensation.

Any compensatory time not utilized by the Employee during the calendar year shall be paid to him pursuant to the paid overtime compensation provision of this Agreement.

- Contract Article VI ("Holidays")

- i. The following is added to Article 6.2

Juneteenth (observed)

- Contract Article VII ("Vacations")

- i. Old Articles 7.1, 7.2 and 7.3 are replaced with new articles as follows:

7.1 as follows:

The Employer agrees to grant to all employees within the bargaining unit vacations with pay in accordance with the following schedule:

- a. Up to one (1) year of employment, vacation days shall be earned at the rate of one day per month of employment.
- b. Up to seven (7) years of employment: 12 days

EJD

- c. From the beginning of the eighth (8) year of employment through the last day of the twelfth (12) year of employment: 15 days
- d. From the beginning of the thirteenth (13) year of employment through the last day of the seventeenth (17) day of employment: 20 days
- e. From the beginning of the eighteenth (18) year of employment through the last day of the twenty-third (23) year of employment: 25 days
- f. From the beginning of the twenty-fourth (24) year of employment through the last day of the twenty-seventh (27) day of employment: 27 days
- g. Employees who work more than twenty-seven years with the City shall receive one (1) additional vacation day for each year worked beyond twenty-seven years up to a maximum of thirty (30) days.

Vacation time shall be prorated during the first and last year of employment, whether it be due to retirement or resignation.

7.2 as follows:

Up to five (5) days of earned vacation leave may be “bought back” at the Employee’s option in accordance with City policy. The City Manager, upon written request of the Employee, may permit earned vacation leave carry over if the vacation day is earned in the month of December, or some extenuating circumstance prevents the Employee from utilizing the earned vacation.

7.3 as follows:

The Employer agrees that in the event an Employee voluntarily leaves the employ of the Employer before the vacation period the employee shall be compensated for any accrued vacation time that may be due said employee in accordance with the above schedule and in accordance with New Jersey Law.

- Contract Article VIII (“Leaves”)

- i. The following is added to Article 8.5 as follows:

Sick leave may be taken in increments of no less than one-half (1/2) day. All sick leave taken shall be done so in accordance with the City’s sick leave policy and subject to the City’s Sick Time Ordinance (Ordinance No. 2904) and Policy Manual.

- ii. The following is added to Article 8.6 as follows:

... subject to the limitations of New Jersey Law.

- Contract Article X (“Health, Prescription, Dental and Eye Care Benefits”)

- i. The following section is added as new Article 10.3:

Any employee hired on or after January 1, 2025, shall not be entitled to health benefits upon retirement.

- Contract Article XVI (“Wages”)

- i. Removed Schedule A from Article 16.1 and replaced it with Schedule

- A. An across the board raise for each year shall be as follows:

- 2023: 3.5%
 - 2024: 2%
 - 2025: 3.5%
 - 2026: 3.5%
 - 2027: 3.5%

- Said employees who were frozen prior to December 31, 2022 are to be moved up on the 2018-2022 guide first, through December 31, 2022, if applicable and not already at maximum, and their retroactive payments shall be calculated on that salary.

- In addition, the titles of janitor/custodian, mason and heavy equipment operator have been added.

- B. A change in title will reflect a one-time increase in base salary as follows:

- Custodian/Janitor to Laborer: 4% increase or starting salary of \$45,000, whichever is greater.

- Laborer to Truck Driver or Mason: 5% increase or the applicable year’s minimum, whichever is greater

- Truck Driver or Mason to Mechanic or Equipment Operator: 6% increase or the applicable year’s minimum, whichever is greater

- Equipment Operator to Heavy Equipment Operator: 7% increase or the applicable year’s minimum, whichever is greater



C. Starting salaries for new hires as a Custodian/Janitor shall be \$38,000.00. Starting Salaries for new hires as a Laborer shall be \$45,000.00

D. For an employee to be eligible for the position of Heavy Equipment Operator, they must first hold the position of Equipment Operator. Furthermore, they must have a minimum of 10 years' experience as a full-time employee within the Department of Public Works. The City reserves the right to waive this requirement, with the approval of the Union.

- Contract Article XVIII ("Educational Benefits")

- i. Old Article 18.6 is replaced as follows:

18.6 as follows:

The City agrees to pay \$1,000.00 per year to each Employee who possesses licenses with school bus, passenger and/or tanker endorsements. The City will pay for applications fees and renewal fees and costs for maintaining such endorsements. Employees will use the City physician for any physical required by DMV. All Employees are obligated to maintain any endorsement that they had at the time of hire or obtained during employment as a condition of employment unless otherwise notified in writing by the City Manager. For example, any Employee that was hired with or obtained a bus or tanker endorsement, must maintain that endorsement for the duration of employment. An employee hired with a specific license cannot deny use of said license upon job assignment.

The City agrees to pay \$1,000.00 per year to a maximum of two (2) employees who have successfully been certified to train individuals in obtaining their CDL license. Said incentive may be pro-rated based on the date of certification. For example, if an Employee is not deemed certified to provide said training until July 1st, the incentive will be reduced to \$500.00 for the remainder of that year. The City agrees to cover the costs of certification of said employee, including supplies and first exam cost. Should the employee not be successful in passing the certification exam, any future attempts are to be paid by the employee. If the employee chooses to not continue with said certification, any expenses covered by the City are to be reimbursed by the employee. Furthermore, the employee is not permitted to deny access to training if directed to do so by the City Manager or DPW Superintendent during working hours.

ED

It is the responsibility of the employee to obtain their initial CDL license, without financial assistance from the City. The City hereby agrees to provide a certified trainer, should one be in place, to be utilized during work hours provided prior approval has been granted by the City Manager and DPW Superintendent and there is sufficient staff coverage. Costs including, but not limited to, supplies, exam fees, etc. are to be at the expense of the employee when obtaining their initial CDL license.

- a. New hires into the positions listed below, under item #1, must possess a valid CDL License as a condition of employment. For current employees without a valid CDL License that hold said positions, said license must be obtained within one (1) year of the execution date of this MOU. In the event said licenses are not obtained within one year of the execution date, the City shall have the absolute right to terminate said employee immediately. The employee may request an extension of six (6) months in which to obtain a CDL so long as they have taken the CDL exams and failed or are currently enrolled in a CDL training course. All requests for extensions shall be submitted to the City Manager 30 days before the end of the first year of this MOU based on the execution date.
 1. Titles which require a CDL: Truck Driver, Equipment Operator, Mechanic, and Heavy Equipment Operator.
 2. Titles which do not require a CDL: Janitor/Custodian, Laborer, Mason
- b. Once the Employee receives their CDL license, that employee shall receive a one-time one (1) dollar an hour increases to their hourly rate. As of January 1, 2018, all employees who now hold a CDL license shall receive a one (1) time increase of one (1) dollar to their hourly rate for holding a CDL.

- Contract Article XXII (“Personal Days”)

- i. Article 22.1 shall be amended from three (3) personal days to three and a half (3.5) personal days, effective January 1, 2025. Personal days shall be prorated during the first and last year of employment, whether it be due to retirement or resignation.

- Contract Article XXIII (“Uniforms”)

- i. Article 23.1 was increased from \$250.00 to \$300.00.

Each employee in the bargaining unit shall be allowed to purchase, at the City’s expense, acceptable safety shoes from a vendor of the employee’s choice, up to a maximum of \$300.00. This amount is the maximum reimbursement of the actual cost of such shoes and the City reserves the right to be provided with a receipt or other proof of actual expense. The increase in this allowance shall be effective beginning in 2024.

ED

ii. Old Article 23.2 was increased from \$15.00 to \$18.00.

The increase in this allowance shall be effective beginning in 2024.

The terms and conditions of this Agreement shall remain in full force and effect until a successor agreement is executed. However, with respect to all salaries, there shall be no raises, additional compensation or movement within the salary guide upon expiration of this Agreement and until such time as a new agreement is reached between the parties. All retroactive payments which may be due as a result of a new agreement shall be governed by the new agreement.

- Contract Article XXXI (“Duration of Agreement”)

i. The first sentence in Article 31.1 is updated as follows:

This Agreement shall be effective as of January 1, 2023 and shall continue in full force and effect until December 31, 2027.

The foregoing terms are subject to ratification by the membership of the Union and by the City’s governing body; however, the terms of this MOU are accepted and agreed to as evidenced by the duly authorized signatures of the persons signing below, subject to any subsequent resolution or ratification by the City, if required. All of the above terms, modifications, and additions shall be fully incorporated into an integrated Collective Bargaining Agreement to be executed by the parties.

FOR THE CITY OF GARFIELD:

Martinez J. Spino Date 7/30/24
Witness:

Nicholas Prochilo Date 7/30/24
Nicholas Prochilo

Title: City CFO

Erin N. Delaney Date 7/30/24
Witness:

Erin N. Delaney Date 7/30/24
Erin N. Delaney

Title: City Manager

FOR THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 469

Martinez J. Spino Date 8/6/24
Witness:

Michael Tkatch Date 8/6/24
Michael Tkatch

Title:

Erin N. Delaney Date 8-6-24
Witness:

Jy Ol Date 8-6-24

Title:

Salary Guide Schedule A:

	2023 Minimum	2023 Maximum	2024 Minimum	2024 Maximum	2025 Minimum	2025 Maximum	2026 Minimum	2026 Maximum	2027 Minimum	2027 Maximum
Clerk	\$34,000	\$64,900	\$34,000	\$66,198	\$34,000	\$68,515	\$34,000	\$70,913	\$34,000	\$73,395
Janitor/Custodian	N/A	N/A	\$38,000	\$38,000	\$38,000	\$39,330	\$38,000	\$40,707	\$38,000	\$42,132
Laborer	\$45,000	\$63,491	\$45,000	\$64,761	\$45,000	\$67,028	\$45,000	\$69,374	\$45,000	\$71,802
Truck Driver/Mason	\$64,851	\$66,666	\$64,851	\$67,999	\$64,851	\$70,379	\$64,851	\$72,842	\$64,851	\$75,391
Mechanic	\$62,771	\$70,549	\$62,771	\$71,960	\$62,771	\$74,479	\$62,771	\$77,086	\$62,771	\$79,784
Equipment Operator	\$69,369	\$70,549	\$69,369	\$71,960	\$69,369	\$74,479	\$69,369	\$77,086	\$69,369	\$79,784
Heavy Equipment Operator	N/A	N/A	\$76,998	\$76,998	\$76,998	\$79,693	\$76,998	\$82,483	\$76,998	\$85,370

*The City Manager reserves the right to give an increase to an employee (Employee A) if an employee from a lower title (Employee B) is promoted to a position within Employee A's bracket and, as a result of the promotion, the newly promoted employee's salary (Employee B) is greater than Employee A.