

June 13, 2022

MEMORANDUM OF AGREEMENT

**CITY OF NORTHFIELD
AND
GOVERNMENT WORKERS UNION, LOCAL 410
for
SUPERVISORY EMPLOYEES**

This WORKING DRAFT Memorandum of Agreement (MOA) is made between the City of Northfield (the City) and GWU Local 410 for Supervisory Employees (the GWU) and is dated this 14th day of June, 2022.

The City and the GWU have engaged in collective bargaining negotiations regarding a new Collective Bargaining Agreement (CBA) to replace the existing CBA between the City and the GWU, which expired on December 31, 2020.

The City and the GWU have reached a tentative agreement of the terms and conditions of a new CBA and the purpose of this MOA is to confirm that agreement.

NOW, THEREFORE, the City and the GWU agree that the following changes shall be made in the existing agreement:

PREAMBLE

Modify date as appropriate.

Article I entitled **RECOGNITION AND DEFINITION OF TERMS**

The City will agree to revise Mr. Adamson's title to "Supervisor of Public Works". Thereafter, the titles of "Assistant Supervisor of Public Works-Sewer Department", "Assistant Supervisor of Public Works" and "Park Supervisor (Ranger)" will be eliminated.

A revised job description for "Supervisor of Public Works" will be drafted.

Eliminate "Park Supervisor (Ranger)", "Assistant Supervisor of Public Works-Sewer Department", and "Assistant Supervisor of Public Works"

Article II entitled **TERM OF AGREEMENT**

Five Years covering the period January 1, 2021 through December 31, 2025.

Article III entitled **DUES DEDUCTIONS AND AGENCY SHOP.**

Delete "And Agency Shop" from title

Paragraph B: Revise last sentence to read "Members shall be eligible to withdraw such authority during January and July of each year, or as prescribed by law."

Article IV entitled **NO DISCRIMINATION**

No Change.

Article V entitled **UNION RIGHTS**

No Change.

Article VI entitled **MANAGEMENT RIGHTS**

No Change.

Article VII entitled **SENIORITY AND PROBATIONARY PERIOD**

No Change.

Article VIII entitled **HOURS OF WORK**

Delete the following as it is no longer applicable to any Supervisory employees:
"Employees employed as of June 14, 2013 who worked a schedule other than the Monday through Friday schedule (such as Park employees) shall continue to work their current schedule and their work week will not change without prior negotiations with the Union."

Article IX entitled **HOLIDAYS**

No Change.

Article X entitled **VACATION LEAVE**

A. Clarify just full time employees by stating "All full-time employees covered by this Agreement..."

M. – Delete reference to "Personnel Ordinance" and replace with "... provisions of this Article..."

P. – add "part time" (for clarification)

Article XI entitled **SICK LEAVE**

No Change.

Article XII entitled **LEAVES OF ABSENCE, MILITARY, FAMILY AND BEREAVEMENT LEAVE**

No Change

Article XIII entitled **PERSONAL LEAVE**

No Change.

Article XIV entitled **OVERTIME**

No Change.

Article XV entitled **TRAVEL** No

Change.

Article XVI entitled **CALL IN PAY**

Revise paragraph B as follows:

B. In order to respond to calls during non-working hours, one (1) employee from this unit may be designated as “on call” as part of a rotation of employees in conjunction with the Local 420 GWU Unit. The employee shall be designated by the City, which, for this purpose, may act by and through the Superintendent of Public Works. An employee so designated as “on call” shall receive fifty (\$50.00) per week, provided they are scheduled and available to report for work in the event of an after hours need.

If an employee is not available to report for work during non-working hours, the employee shall receive a pro-rated portion of the \$50.00 for the days which the employee is available. For example, if an employee is scheduled to be “on call” for the week, but for two of the days, the employee is unavailable (i.e., due to vacation or illness), the employee shall not receive compensation for those days. If the employee is scheduled out of work during normal working hours, but is still able to work after hours, the employee may be considered to be on call, provided they are available to report to work. In this event, the employee shall notify the City/Superintendent as to whether they will or will not be available. In the event an employee is not available, another employee may be substituted in his place.

In the event an employee’s availability for standby is limited, the standby pay shall be pro-rated to reflect the hours the employee is available. The employee’s limits shall be due, generally, to the employee’s inability to be available due to circumstances beyond his/her control (i.e., due to medical restrictions) and not simply due to the employee’s desire to have limited or reduced availability.

Only one (1) employee from this unit shall be eligible for this “on-call”.

It is understood that this paragraph shall apply to Public Works Personnel only and shall not be applied to any other employee in this Unit.

Replace Paragraph C as follows:

June 13, 2022

On call for Court Personnel - "The City of Northfield provides municipal court services through the Central Municipal Court of Atlantic County. In the event the City of Northfield once again takes on municipal court services, the parties agree to re-implement the terms and conditions covering court personnel as listed in the Agreement between the parties covering the period January 1, 2018 through December 31, 2020."

Article XVII entitled **PERSONNEL PRACTICES**

No change.

Article XVIII entitled **DISCIPLINARY ACTION**

No Change.

Article XIX entitled **GRIEVANCE PROCEDURE**

No Change.

Article XX entitled **WAGES**

Tax Collector (Kirtsos) shall have her salary increased to \$65,000 as of January 1, 2021.

Supervisor of Public Works (Adamson) shall have his salary increased to \$65,000 as of January 1, 2021.

Thereafter, each shall receive a wage increase as follows:

January 1, 2022 – 3.5%
January 1, 2023 – 3.5%
January 1, 2024 – 3.5%
January 1, 2025 – 3.5%

Article XXI entitled **WORKERS' COMPENSATION**

No change.

Article XXII entitled **HEALTH BENEFITS**

Paragraph D – Add: Employees hired on or after January 1, 2021 shall not be entitled to post-retirement health benefits.

Delete F regarding Excise Tax.

Article XXIII entitled **LONGEVITY**

No Change.

Article XXIV entitled **LAYOFF PROCEDURE**

No Change.

Article XXV entitled **NO STRIKE PLEDGE**

No Change.

Article XXVI entitled **HEALTH AND SAFETY**

No Change.

Article XXVII entitled **JURY DUTY**

No Change.

Article XXVIII entitled **WORK RULES**

Add new:

No Smoking Policy

"In accordance with State law, the City of Northfield has adopted a smoke-free policy for all buildings. City of Northfield facilities shall be smoke-free and no employee or visitor will be permitted to smoke anywhere in City of Northfield buildings or near the entrances and exits, ***or windows***. Smoking inside vehicles owned by the City of Northfield or near equipment that may be sensitive to smoke ***or fire*** is also prohibited. Employees are permitted to smoke only outside City of Northfield buildings and such locations as not to allow the re-entry of smoke into building entrances, ***or windows***. ***Further, smoking is prohibited while in the presence of other people (employees, members of public, etc.) who may reasonably be within the distance to be subject to second hand smoke, even if another party present is believed or known to be a smoker, unless smoking in a designated smoking area. Employees may only smoke during designated break times or, for Public Works employees, during the morning period of instruction at the Garage, provided they are not engaged in any other work-related activities and not standing where another individual may be subject to second hand smoke. Employees are responsible for properly discarding cigarette butts or other smoking-related products, and shall not be provided with additional non-working time to do so.*** This provision shall be strictly enforced and any employee found in violation will be subject to disciplinary action. ***Disciplinary action shall be subject to the grievance procedure set forth in this Agreement.***"

Article XXIX entitled **CLOTHING ALLOWANCE**

No change.

Article XXX entitled **FULLY BARGAINED PROVISIONS**

No Change.

Article XXXI entitled **SEVERABILITY**

No Change.

Article XXXII entitled **TEMPORARY ASSIGNMENT PAY**

No Change.

ENDORSEMENTS

No Change.

Exhibit A

Remove "Assistant Supervisor of Public Works – Sewer Dept.", "Assistant Supervisor of Public Works" and "Park Supervisor (Ranger)"

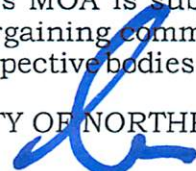
Add: It is noted that the City provides municipal court services through the Central Municipal Court of Atlantic County. Therefore, the Court titles referenced herein shall be vacant until further notice.

Exhibit B

Revise to remove "Assistant Supervisor of Public Works – Sewer Dept.", "Assistant Supervisor of Public Works" and "Park Supervisor (Ranger)"

This MOA is subject to the ratification of the GWU and approval by the City. The bargaining committees of the GWU and City agree to recommend approval to their respective bodies.

CITY OF NORTHFIELD

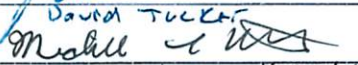


Mary Canisi

Dominic [Signature]

GWU LOCAL 410



David Tucker


Michelle L. Kirk


Michael Adamson

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