A RESOLUTION OF THE TOWNSHIP OF NORTH BRUNSWICK RATIFYING A MEMORANDUM OF AGREEMENT WITH COLLECTIVE BARGAINING UNIT RWDSU LOCAL 108 – BLUE COLLAR DIVISION RAISING THE MINIMUM HOURLY WAGE TO \$20/HOUR

WHEREAS; the Township of North Brunswick has previously recognized the bargaining unit known as RWDSU Local 108 – Blue Collar Division for certain positions within the Township; and

WHEREAS; the current agreement between the Township and RWDSU Local 108 – Blue Collar Division expires on December 31, 2021; and

WHEREAS, the currently hourly wage of a full-time entry level member within the union begins at \$15/hour; and

WHEREAS, the Township recognizes a need to increase the minimum hourly rate for an entry level positions within the union to \$20/hour, in addition to increasing the minimum hourly rate for all other union positions to \$25/hour; and

WHEREAS; the Business Administrator representing the Township of North Brunswick and RWDSU Local 108 – Blue Collar Division have agreed to terms and conditions addressing minimum hourly compensation, as contained in the attached Memorandum of Agreement; and

WHEREAS; the Business Administrator has reviewed the Memorandum of Agreement with the Mayor and hereby recommends to the Governing Body ratification of the attached Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED on this 1st day of June 2021, the Township Council of the Township of North Brunswick hereby approves the Memorandum of Agreement with RWDSU Local 108 – Blue Collar Division ratifying conditions addressing minimum hourly compensation; and

BE IT FURTHER RESOLVED a copy of this Resolution along with the Executed Agreement will be forwarded to RWDSU Local 108 – Blue Collar Division.

Cavel Gallimore Chief Financial Officer

Justine Progebin Business Administrator Ronald Gordon, Esq. Township Attorney Approved as to Legal Form

RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
MEHTA				
LOPEZ				
GUADAGNINO				
ANDREWS				
DAVIS				
SOCIO				
MAYOR WOMACK				

I hereby certify that the above Resolution was duly adopted by the Township Council of the Township of North Brunswick, County of Middlesex, at its meeting held on June 1, 2021.

Lisa Russo Township Clerk

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is made and entered into by and between Local 108 Blue Collar Union (the "Local 108"), and the Township of North Brunswick (the "Township"), (collectively, the "Parties").

RECITALS

WHEREAS, Local 108 and the Township are parties to a collective negotiations agreement ("CNA"), effective January 1, 2018 through December 31, 2021; and

WHEREAS, all provisions contained within the CNA shall remain the same unless otherwise specified in this Agreement;

WHEREAS, the terms and conditions set forth herein represent the full and final agreement regarding hourly wage increases for employees' subject to this agreement;

WHEREAS, the Township recognizes an intent to raise the hourly wage of certain fulltime employees' subject to this agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following terms:

- 1. All employees in a position of Laborer 1 or 2 currently earning an hourly wage less than \$20/hour will be receive a wage increase such that the minimum hourly wage shall not fall below \$20/hour for any employee subject to this agreement, based on a 2080/26 pay year.
- 2. All employees in other positions (to include but not limited to: Ground Maintenance 1, Mechanic the position of Truck Driver or higher) currently earning an hourly wage less than \$25/hour will receive a wage increase such that the minimum hourly wage of employees holding a position higher than Laborer 1 shall not fall below \$25/hour, based on a 2080/26 pay year.
- 3. The Parties agree that this Agreement shall be non-precedential, is limited to specific and unique facts and circumstances, and is not intended to create a past practice nor shall it be binding with respect to any other Township employee.
- 4. Except as so modified herein, the terms of the Parties' CNA and all practices shall remain unchanged.

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- 5. Any disputes regarding this Agreement shall be resolved through the grievance procedure set forth in the CNA.
- 6. No failure or delay on the part of any Party in exercising any right, power, or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof of the exercise of any other right, power or remedy hereunder. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights, powers, or remedies existing in law, in equity or otherwise.
- 7. By executing this Agreement, each signatory represents that he or she is a party or has been duly authorized by a party to sign on that party's behalf.
- 8. This Agreement is subject to ratification by the Mayor and Councilmembers and shall be effective July 1, 2021.

Township of North Brunswick

By: Noceon Justine Progebin

Business Administrator

Date: ×121201

Local 108 Blue Collar Division

By:

Andrew Remm President

Date:

By:

Bryan Bazydlo Vice President

5-20-2021 Date: