

**A RESOLUTION OF THE TOWNSHIP OF NORTH BRUNSWICK
RATIFYING A MEMORANDUM OF AGREEMENT WITH
THE AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES (AFSCME)
COUNCIL 73 AFL-CIO LOCAL 3834 SUPERVISORY EMPLOYEES
ADDRESSING THE CALCULATION OF OVERTIME
FOR THE 2021 27-PAY YEAR**

WHEREAS; the Township of North Brunswick has previously recognized the bargaining unit herein known as the American Federation of State, County, and Municipal Employees (hereinafter AFSCME) Council 73 AFL-CIO Local 3834 Supervisory Employees for certain employees of the Township; and

WHEREAS; the current agreement between the Township and AFSCME expired on December 31, 2021; and

WHEREAS, The Township processes payroll in a given year bi-weekly, with 26-pay periods; and

WHEREAS, the 2021 calendar year has 27-pay periods which impacts the base hourly rate as the salary is equalized over more pay periods; and

WHEREAS, with Overtime and Double-time pay calculations driven by the base hourly rate, members of the union have been financially impacted by the variations created by the 27-pay leap year; and

WHEREAS, the Township expressed its intent to cure this matter with the Overtime and Double-time rates to be adjusted to that of a 26-pay year, in addition to issuing payment retro-active to January 1, 2021; and

WHEREAS; the Business Administrator representing the Township of North Brunswick and representatives for AFSCME have agreed to terms and conditions addressing overtime compensation for the 27-pay leap year, 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 18th day of October 2021, the Township Council of the Township of North Brunswick hereby approves the Memorandum of Agreement with AFSCME ratifying conditions addressing overtime compensation for the 27-pay leap year; and

BE IT FURTHER RESOLVED a copy of this Resolution along with the Executed Agreement will be forwarded to AFSCME Council 73 AFL-CIO Local 3834.

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 October 18, 2021.

Lisa Russo
Township Clerk

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is made and entered into by and between AFL-CIO Local 3834 Supervisory Employees ("AFSCME"), and the Township of North Brunswick (the "Township"), (collectively, the "Parties").

RECITALS

WHEREAS, AFSCME and the Township are parties to a collective negotiation agreement ("CNA"), effective January 1, 2018 through December 31, 2020; and

WHEREAS, The Township processes payroll in a given year bi-weekly, with 26-pay periods; and

WHEREAS, in 2020, the Township recognized that there would be 27-pay periods in the 2021 calendar year and attempted to negotiate with the various unions to equalize salaries over the year. With no agreement reached going into 2021, the Township continued the status quo using 27-pay periods; and

WHEREAS, in January of 2021, Township arranged to continue the 27-pay period schedule keeping the regular rate of pay unchanged. The Township thereafter has agreed to make an adjustment in order to equalize the Overtime and Double-time pay allocations that were impacted by the variations created by the 27-pay leap year; and

WHEREAS, the Township expressed its intent that the adjustments to the Overtime and Double-time rates be made and said payment be retroactive to January 1, 2021 due to the variations created by the 27-pay leap year and would last only for the duration of the 2021 leap year; and

WHEREAS, at the conclusion of the year 2021, all compensation will revert to the 26-pay period schedule and all compensation will also reflect the 26-pay period schedule, subject to variations resulting from negotiated agreements; and

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 related compensation prior to said adjustment will be paid as retroactive pay, while the future adjustment shall remain in effect for the remainder of the calendar year 2021.
2. 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.

3. Except as so modified herein, the terms of the Parties' CNA and all practices shall remain unchanged.

4. Any disputes regarding this Agreement shall be resolved through the grievance procedure set forth in the CNA.

5. No failure or delay on the part of the Township 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.


6. 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.

7. This Agreement is subject to ratification by the Mayor and Council and shall be effective October __, 2021.

8. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement. A signature affixed by a party to a counterpart of this Agreement and delivered by electronic transmission is valid, binding and enforceable against such party.

Township of North Brunswick

AFSCME Local 3834

By: 
Justine Progebin
Business Administrator

By: 
Mark LaMonica
President

Date: 045,2021

Date: 10/6/21

By: _____
Union Representative

Date: _____