

**A RESOLUTION OF THE TOWNSHIP OF NORTH BRUNSWICK  
RATIFYING A MEMORANDUM OF AGREEMENT WITH COLLECTIVE  
BARGAINING UNIT LOCAL 108 – CLERICAL DIVISION  
RAISING THE MINIMUM HOURLY WAGE TO \$22/HOUR**

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

**WHEREAS;** the current agreement between the Township and RWDSU Local 108 – Clerical Division expires on December 31, 2025; and

**WHEREAS,** in 2021, pursuant to Resolution 167-6.21, the minimum hourly wage of a full-time employee with permanent status was increased to \$20/hour (excluding recreational staffing, seasonal and part-time workers); and

**WHEREAS,** inflation levels and cost of living increases have raised the amount a person needs to support their family, and with companies offering higher wages to attract workers, the Township recognizes a need to increase the minimum hourly rate for permanent full-time positions to \$22/hour to ensure employee retention; and

**WHEREAS,** as of June 2022, with the exception of five members of RWDSU Local 108 – Clerical Division, the minimum hourly wage of a full-time employee with permanent status is \$22/hour (excluding recreational staffing, seasonal and part-time workers); and

**WHEREAS;** the Business Administrator representing the Township of North Brunswick and RWDSU Local 108 – Clerical Division have agreed to terms and conditions addressing a \$22/hour minimum hourly, 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 6th day of September 2022, the Township Council of the Township of North Brunswick hereby approves the Memorandum of Agreement with RWDSU Local 108 – Clerical 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 – Clerical Division.

\_\_\_\_\_  
Cavel Gallimore  
Chief Financial Officer

\_\_\_\_\_  
Justine Progebin  
Business Administrator

\_\_\_\_\_  
Ronald Gordon, Esq.  
Township Attorney  
Approved as to Legal Form

**RECORDED VOTE:**

<b>COUNCIL MEMBER</b>	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>NOTES</b>
MEHTA				
GUADAGNINO				
ANDREWS				
SOCIO				
DAVIS				
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 September 6, 2022.

\_\_\_\_\_  
Lisa Russo  
Township Clerk

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the “Agreement”) is made and entered into by and between North Brunswick Local 108 (Clerical Division) -UFCW, RWDSU, AFL-CIO, CLC (the “Union”), and the Township of North Brunswick (the “Township”), (collectively, the “Parties”).

### RECITALS

**WHEREAS**, the Union and the Township are parties to a collective negotiations agreement (“CNA”), effective January 1, 2022 through December 31, 2025; and

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

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

**WHEREAS**, the Township recognizes an intent to raise the hourly wage of certain full-time 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 covered by the CNA currently earning an hourly wage less than \$22/hour will be receive a wage increase such that the minimum hourly wage shall not fall below \$22/hour, with an effective date of September 16, 2022.
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 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.

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 Councilmembers and shall be effective September 6, 2022.

**For the Township of North Brunswick:**

  
\_\_\_\_\_  
Justine Progebin, Business Administrator

8/22/22  
Date

**For RWDSU Local 108 Clerical:**

  
\_\_\_\_\_  
Kourtney Glass, Shop Steward

8/18/2022  
Date

\_\_\_\_\_  
Mark Fritsche, Shop Steward

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jonathan Watson, Shop Steward

8-18-22  
Date

  
\_\_\_\_\_  
Jasper Parnell, Business Agent

\_\_\_\_\_  
Date