

**A RESOLUTION OF THE TOWNSHIP OF NORTH BRUNSWICK
AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT WITH
RWDSU LOCAL 108 – BLUE COLLAR DIVISION WITH A TERM
JANUARY 1, 2022 THROUGH DECEMBER 31, 2024**

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

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

WHEREAS; the Business Administrator representing the Township of North Brunswick and representatives for RWDSU Local 108 – Blue Collar Division have agreed to terms and conditions for a new collective bargaining agreement between the two parties, effective January 1, 2022 through December 31, 2024, as contained in the attached Memorandum of Agreement; and

WHEREAS; the Business Administrator hereby recommends to the Governing Body the execution of a new collective bargaining agreement consistent with the provisions outlined within the Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED on this 16th day of May 2022, the Township Council of the Township of North Brunswick hereby authorizes the Mayor or Business Administrator to execute a new collective bargaining agreement between the Township and RWDSU Local 108 – Blue Collar Division with a term effective January 1, 2022 through December 31, 2024; 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.

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				
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 May 16, 2022.

Lisa Russo
Township Clerk



Memorandum of Agreement

Date: April 11, 2022

To: Bryan Bazydlo, President – RWDSU-Local 108

From: Justine Progebin, Business Administrator

CC: Francis Womack, III - Mayor

Katie Mocco, Esq. - Municipal Labor Counsel

Eric Chaszar, Director of Public Works

Jasper Parnell, Business Agent

Re: RWDSU-Local 108: Proposed Collective Bargaining Agreement January 1, 2022 – December 31, 2024

Below is the Proposed Memorandum of Agreement as reviewed by the Mayor for governing body consideration addressing mutually agreed sections of the current contract.

ARTICLE XXXII - DURATION.

The Proposed Term of this Agreement shall be for a period of four years: January 1, 2022 through December 31, 2024.

ARTICLE III - OVERTIME MEAL.

Removed in its entirety.

ARTICLE IV – WORK ASSIGNMENTS.

Paragraph 3 – Replace with the following:

When an employee is assigned the work of a higher classification (out-of-title work), the employee shall be paid an additional hourly rate for the time worked as follows:

- a. Assigned in place of a Truck Driver \$1.00/Hour, but not less than \$25/hour
- b. Assigned in place of an Equipment Operator \$2.00/Hour, but not less than \$30/hour

ARTICLE IV WORK ASSIGNMENTS

1. Whenever possible, employees shall be assigned work within their job classification.
2. In no event shall an employee be assigned to work in a higher classification when an employee in the higher classification is available to do the work.
3. When an employee is assigned the work of a higher classification (out-of-title work), the employee shall be paid an additional hourly rate for the time worked as follows:
 - a. Assigned in place of a Truck Driver \$0.74/hour
 - b. Assigned in place of an Equipment Operator \$1.21/hour
4. Temporary assignments to higher rated work shall be made on the basis of seniority provided that the senior employee available is capable of performing the work.

ARTICLE V – WAGES AND OTHER COMPENSATION.

Paragraph 1 – Amend to provide the following:

Effective Date:	Salary Increase:
1/1/2022	4.0%
1/1/2023	4.0%
1/1/2024	4.0%

Paragraph 4 – Amend Stand-by pay with the following:

It is understood that all employees that receive a municipal issued cell phone or receive reimbursement in the amount of \$65/month are expected to respond when called for an emergency or an "all-call" event. Use shall be subject to the Township cell phone policies and articles covered under New Jersey Open Public Records Act. If an employee fails to respond to a call, they shall forfeit the reimbursement for that month. In addition, if the employee fails to respond to more than one call they will be subject to discipline.

- 4. Stand-by pay: Employees shall receive a one-time amount of \$300 permanently added to their 2017 base pay. This compensation replaces any other special compensation for emergency**

responses. It is understood that all employees are expected to respond when called for an emergency or an "all-call" event. If an employee fails to respond to one or more "all-call" events he/she may be subject to discipline.

Paragraph 5 Stipends: Keep the existing language.

- 5. Licenses and/or Certifications Stipend: Within 30 days after December 31st of each year, the Township will pay each employee \$1,000.00 who in the previous year maintained a Certification or Licensure in a program which is reviewed and approved by the Township Administration in advance and which is exclusively determined by the Township Administration as being a necessary and cost effective certification and/or licensure. Certifications or licenses which can be mandated for certain titles, such as a CDL Endorsement for Truck Driver are not eligible for this stipend. The Township will pay this stipend for certification/licensure for "Playground Safety Inspector" and "Pesticide Applicator". If an employee obtains and possesses an approved certification or license for less than a full calendar year, he/she will receive a prorated payment based on the percentage of the full year he/she is certified or licensed.**

ARTICLE VI – HOSPITALIZATION AND WELFARE BENEFITS.

Paragraph 1. Member contribution to medical and prescription premium costs.

1. Add sentence at the end: These percentage contribution rates shall remain in effect through December 31, 2024, at which point they will be negotiable as any other provision in this Agreement. Furthermore, these rates are the basis for discussion and are the starting point concerning health care contributions for future negotiations.

- 1. The Union and the Township recognize that Chapter 78, Laws of 2011 regarding healthcare contributions for employees has expired, however both agree that employee contributions will remain the same for the duration of this contract. The Township will pay the current cost of said plans, subject to the co-payments and employee premium contributions as outlined in Chapter 78, Laws of 2011, which are shown below.**

Paragraph 4. Retirement health benefits. - Add at end of paragraph:

For Members with 20 years of credited service with the Township as of June 28, 2011, the employee's contribution used toward their premium expense for health coverage shall not be less than 1.5% of their pensionable salary.

For Members that have made application for Social Security Disability and/or Pension Disability, the Township shall continue benefits to a retired employee until he or she reaches Medicaid eligibility or is deceased, whichever is earlier, not to exceed three years from separation of employment with the Township, at which time Township contributions toward retirement health benefits will cease.

The Township shall not contribute towards any continued dependent coverage once the retired employee is no longer eligible to participate under the SHBP.

- 4. Retirement health benefits – On or after January 1, 2018, for full-time employees who retire at age 55 or older with 30 years of service with the Township, or age 60 or older and who have 25 years of employment with the Township and enroll in a plan offered to local retirees as are offered to other retired employees by the Township's health care provider, the Township will pay the premium cost of employee medical and prescription coverage for the employee, and dependent coverage, with the Township's contribution not to exceed \$18,000 annually. The remainder premium, if any, shall be paid by the retiree (either through a pension deduction, or paid directly to the Township, whichever is directed by the State). The Township will continue benefits to a retired employee until he or she reaches Medicare eligibility or is deceased, whichever is earlier, at which time Township contributions toward retirement health benefits will cease. Township payments will be prorated in the year that retirement begins and Medicare eligibility begins. Dental benefits will not be provided to employees in retirement.**

Paragraph 5. Killed in the line of duty. - Replace paragraph with the following:

In the event a member of the bargaining unit is killed in the line of duty, full health, prescription and dental benefits under this section shall be provided the employee's then current spouse and dependents until the last dependent is no longer eligible to receive medical benefits as prescribed herein. A Dependent shall be covered up to age 26 for medical and age 19 for dental. If attending a full-time accredited college, dependents shall be covered for dental up to age 23. It shall be the parent's responsibility to provide proof of attendance on a quarterly basis. Coverage will automatically be cancelled for failure to provide evidence of attending college on a full-time basis.

- 5. In the event a member of the bargaining unit is killed in the line of duty, full health, prescription, and dental benefits under this section shall be provided to the employee's then current spouse and dependents until the employee's spouse remarries or becomes eligible for Medicare and for the employee's dependents upon they reach the age of 21.**

Paragraph 6. Dental Benefits. – The paragraph addressing Dental was removed from last contract. Add New Language:

For each year of this Agreement, if an employee enrolls in the Township's Dental Plan, they shall contribute \$10/per pay for a single employee plan (\$240/year) and \$20/per pay for all other employee plans (\$480/year). The Township shall pay any additional costs for the program over that sum. At each year-end, if the plan is self-liquidating a pro-rata payment will be issued to participating employees.

2016-2017 contract language:

- 6. It is understood that the Township will pay the premium increases in the years 2013- - 2015 for the Dental Program provided said increases do not exceed Fifty Dollars (\$50.00) per year.**

ARTICLE VII – LONGEVITY. Remove

ARTICLE IX - SICK AND PERSONAL LEAVE.

Paragraph 1. - Replace Last sentence with the following:

Sick Leave must be utilized in ~~(15)~~ (30) minute minimum increments. Notification for use of sick time must be made to the Director or designee no less than 30 minutes prior to the employee's scheduled workday.

Section 1.f. Sick Leave Incentive - Replace section in its entirety with the following:

Annual sell back of sick leave. At the end of any given year, if a member has over 30 days of accrued sick time, they may sell back up to a maximum of 5 days that year, at their current rate of pay as of December 31.

Donated sick leave. If at the end of any given year a member has contributed time under the donated sick leave policy and has between 15 and 30 days of accrued sick time, they may sell back up to a maximum of 5 days that year at their current rate of pay as of December 31.

This section may be repealed by action at the State or federal level prohibiting the sell back of sick time.

In the event that one of the holidays enumerated herein occurs while a member is on sick leave, no charge therefore will be made against the accrued balance of the employee's account.

f. Sick Leave Incentive. Within two weeks of December 31st of each calendar year, each employee shall have the option of "selling back" to the Township and the Township shall be obligated to compensate the employee at the then current rate of pay a number of unused sick leave days in accordance with the following formula. If in that year and limited to the new sick leave credited at the start of January 1st of that year, there remain the following sick leave days available to the employee, then, the employee may opt to relinquish the unused sick days in exchange for payment equal to the current daily rate of pay.

ARTICLE X – DEATH IN FAMILY. BEREAVEMENT LEAVE.

Replace section with the following:

Bereavement leave refers to the time a member takes away from work as a result of the death of a family member or loved one. In addition to personnel leave that can be used for grieving the loss of a loved one, all permanent, full-time employees, except those covered by the provisions of collective bargaining contract, shall receive bereavement leave in accordance with the following schedule:

- A. Members shall be entitled up to five (5) work days off, without loss of pay, in the event of the death of a following "immediate" family member: parent, spouse, sibling, child, grandchildren, stepchildren, foster child or resource family child, that may or may not reside in the same residence; or person, partner, or significant individual who resides permanently in the same residence.
- B. Members shall be entitled up to three (3) work days off, without loss of pay, in the event of the death of a following "immediate" family member: grandparent, parent-in-law, sibling-in-law, son-in-law or daughter-in-law, or miscarriage of a child.
- C. Members shall be granted up to one (1) day off, without loss of pay, to attend a funeral and/or any post-death bereavement ceremony for a non-immediate family relative defined as uncle, aunt, nephew, niece, or cousin.
- D. Members shall be granted up to one (1) day off per calendar year, without loss of pay, to attend a funeral and/or any post-death bereavement ceremony of a close, non-family individual. This includes a co-worker, significant other that was residing with an "immediate" family member, religious godparent, or friend. Loss of a pet is not covered under bereavement leave.

ARTICLE X

DEATH IN FAMILY

1. Members shall be entitled up to five (5) work days of bereavement leave with pay in the event of a death in the immediate family. The "immediate family" shall be defined as father, mother, spouse, children, grandparents, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepchild, or person, partner, or significant other who resides permanently in the same residence.
2. Employees shall be granted one (1) day off without loss of pay to attend the funeral of any other relative defined as uncle, aunt, nephew, niece, brother-in-law, sister-in-law, or grandparent-in-law."

ARTICLE XI - VACATION LEAVE.

Section 1. Amend the following:

For employees hired on or before December 31, 2009, the following vacation schedule shall remain in effect for the term of this agreement:

Years of Service	Vacation Leave Days
Less than 1 year	One (1) day for each completed month of service up to 12 days
1 to 5	13
5 to 10	16
10+	21, plus 1 additional day for each 2 years of service, after year 10, <u>capped at 25 days</u>

1. For employees hired on or before December 31, 2009, the following vacation schedule shall remain in effect for the term of this Agreement:

Length of Service	Vacation Allowed
Less than One (1) year	One (1) day of vacation for each completed month of service up to twelve (12) days
One (1) year but less than (5) years	Thirteen (13) days
Five (5) years but less than (10) years	Sixteen (16) days
The tenth (10th) year and thereafter	Twenty-one (21) days plus one (1) additional day for each two (2) years of service after ten (10) years

2. For employees hired on or after January 1, 2010, a new vacation schedule shall be in effect as follows:

Length of Service	Vacation Allowed
Initial month of employment	1 working day if they begin work on the 1st through 9th day of the month, ½ day if they begin work on the 9th through 23rd day of the month.
Less than One (1) year	After the initial month and through the end of the first calendar year, one (1) vacation day for each completed month of service
One (1) calendar year but less than (10) calendar years	Twelve (12) Days
After (10) calendar years but less than (20) calendar years	Fifteen (15) Days
After twenty (20) calendar years of continuous service	Twenty (20) Days

Sections 3. through 7. Replace with the following 3 through 12.:

The following provisions shall also apply to vacation leave time:

3. With the approval of the Business Administrator, prior service for time served with the Township or other New Jersey government entity shall count towards years of service for vacation entitlement and shall be calculated based on time served, capped at 25 days.
4. Time shall be granted and taken in two-hour increments based on an employee's regular work day.
5. Time used must be approved in advance by the Director in accordance with process outlined within the Current Employee Handbook.
6. When a member is on an unpaid status, accrual of vacation time ceases. In the year of an approved unpaid leave of absence, time shall be prorated.
7. Employees shall not be required to work on any day which is a vacation day.
8. Accumulation of vacation days shall pursuant to Civil Service Regulations.
9. Unused vacation days carry only to the end of the next succeeding year. The Business Administrator may permit an exception that allows accumulated time to be carried past the next succeeding year. However, there shall be no payment made upon separation for accrued time past what is authorized under Section a. herein above.
10. A member may surrender and receive payment, at their current rate of pay, of up to 1/2 of his/her annual allotted vacation leave. The surrender/payment option must be requested prior to December 31st of the current year, by written notice to the Business Administrator.
11. In the year that a member discontinues his/her employment with the Township for any reason, the vacation time allotted on January 1st of that year, shall be prorated to the portion of the year the employee was employed. If an employee has exceeded the prorated vacation leave allotted to him/her, then the employee's final pay shall be adjusted to recoup the value of any vacation leave used in excess of the prorated vacation leave available.
12. When a member discontinues employment for any reason, the balance of vacation leave time shall be paid at the rate of pay the time it was earned.

For example: If an employee retires December 31st and, based on years of service, is entitled to 16 days a year. Under a scenario where 20 days of time are to be paid out; 4 days shall be at the prior year's rate of pay and 16 days shall be at the current rate of pay.

- 3. If a member's employment is terminated for any reason mid-year, he or she will be entitled to a pro-rata portion of their vacation days for that year**
- 4. Accumulation of vacation days shall be pursuant to Civil Service Regulations.**
- 5. For all covered titles in the union, vacation requests must be submitted in writing at least three (3) calendar days in advance of the requested vacation day.**
- 6. The vacation period shall begin on January 1 of each calendar year.**
- 7. Employees shall not be required to work on any day which is a vacation day.**

ARTICLE XXII - DUES DEDUCTION. Replace with the following language:

1. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for RWDSU Local 108, UFCW, AFL-CIO, CLC (herein after "Union"). Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. 52:14-15.9 et seq. as amended. Dues shall be transmitted to the Union on a monthly basis.
2. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Township Chief Financial Officer during the month following the filing of such card with the Township.
3. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the Business Agent or designated Shop Steward of the Union advising of such changed deduction.
4. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Personnel Officer.
5. The Authorization shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. To withdraw from a "dues authorization", an employee must submit a written request to withdraw from the Union to the Chief Financial Officer within ten (10) following each anniversary date of the employee's employment. Once the Employer's Chief Financial Officer receives the request, the Association will be notified within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment.
6. An employee may voluntarily pay a fair share fee to the Union. The requirements regarding the fair share fee shall be applied consistent with the US. Supreme Court's June 27, 2018 decision in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the Union account(s).
7. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment as furnished by the Union to the Township, or in reliance upon the official notification on letterhead of the Union signed by the Business Agent or designated Shop Steward advising of such changed deduction.

ARTICLE XXII
DUES DEDUCTION

1. The Township agrees to deduct dues exclusively for the Union from the wages of an Employee covered by the Agreement, pursuant to the existing statute, as amended, provided, at the time of such deduction, there is in the possession of the Township a current written assignment, individually and voluntarily executed by the Employee. The Union shall be responsible for securing the signatures of its members on the forms and delivering the signed forms to the Township.
2. The Township will deduct the current dues from the pay of the Employee(s) on a bi-weekly basis, provided that, if an Employee has no pay for such pay period, or if such pay period is the first pay of a new Employee, such dues shall be deducted from the next appropriate pay period. The Township will deduct from the pay of the Employee(s) in any one-month only dues incurred while an individual has been in the employ of the Township and only such amounts becoming due and payable in such month.
3. In the event that a refund is due any Employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such Employee to obtain the appropriate refund from the Union.
4. The Township will forward all dues deduction monies collected on a monthly basis to the Secretary-Treasurer of the Union or as designated by the Business Agent for the Union. A list of the names and addresses from whom dues have been deducted will be forwarded monthly. A copy of this list shall be sent to the Chief Steward.
5. The Township will implement a fair share representation fee equal to eighty-five (85%) percent of the Union dues which shall be withheld in accordance with the law.
6. The Union shall indemnify the Township from all liability resulting from and/or caused by dues deduction or fair representation fees.

ARTICLE XXVIII – UNION LEAVE.

Replace 1. with the following language:

A duly authorized union official, including President, Vice President, Chief Steward, and Secretary/Treasurer shall be granted up to five (5) paid days per calendar year to attend Union business. Additionally, they shall be granted up to five (5) days per calendar year without pay to attend Union business. Such time shall be noted on the members attendance record.

ARTICLE XXVIII

UNION LEAVE

- 1. The employee covered by this Agreement shall be granted ten (10) days per annum aggregate time off with pay to attend to Union business. Additionally, they shall be granted five (5) days per annum aggregate without pay to attend to Union business.**

PAY PERIODS:

Beginning January of 2022, the Township shall reserve the right to go from bi-weekly to a 24-pay cycle. If operating on a 24-pay cycle, pay days shall be twice monthly on the 15th and last day of the month, unless the payday falls on a holiday. Saturday or Sunday, in which case pay days shall be the last workday preceding the holiday.

SCHEDULE B: RECOGNIED TITLES AND RANGES. Replace with the following:

Negotiated ranges shall be used as a guide for management in determination and placement of all employees who work within the union titles. Seasonal and Part-Time positions shall not be covered by RWDSU-Local 108 Blue Collar. by The Salary Rages shall be listed as follows. Anyone not making the minimum within their range shall be adjusted to January 1, 2022, or Date of Hire. Salary % shall be applied to the adjusted salary, with a net hourly rate over \$22.

Title	Through 12/2021	1/2022-12/2024
Equipment Operator \$30	\$50,000-\$72,500	\$62,400-\$75,000
Heavy Equipment Operator \$32	\$50,000-\$72,500	\$66,560-\$76,000
Laborer 1 after 1/22 \$22	\$31,200-\$67,000	\$44,720-\$70,000
Laborer 2 \$25	\$32,000-\$68,000	\$52,000-\$73,000
Laborer 3 \$26	\$33,000-\$69,000	\$54,080-\$75,000
Maintenance Worker 1, Grounds \$25	\$31,200-\$65,000	\$52,000-\$70,000
Maintenance Worker 2, Grounds \$26	\$35,000-\$67,000	\$54,080-\$75,000
Mechanic's Helper/Trainee \$25	\$31,200-\$50,000	\$52,000-\$60,000
Mechanic \$26	\$31,200-\$67,000	\$54,080-\$75,000
Senior Mechanic \$30	\$35,000-\$70,000	\$62,400-\$78,000
Sewer Repairer 1 \$25	\$31,200-\$61,000	\$52,000-\$70,000
Sewer Repairer 2 \$26	\$32,000-\$65,000	\$54,080-\$75,000
Senior Sewer Repairer \$30	\$35,000-\$70,000	\$62,400-\$80,000
Tree Maintenance Worker \$25	\$31,200-\$67,000	\$52,000-\$70,000
Truck Driver \$25	\$40,000-\$68,000	\$52,000-\$80,000

Equipment Operator	50,000 - 72,500
Heavy Equipment Operator	50,000 - 72,500
Laborer 1	31,200 - 67,000
Laborer 2	32,000 - 68,000
Laborer 3	33,000 - 69,000
Maintenance Worker 1, Grounds	31,200 - 65,000
Maintenance Worker 2, Grounds	35,000 - 67,000
Mechanic's Helper/Trainee	31,200 - 50,000
Mechanic	31,200 - 67,000
Senior Mechanic	35,000 - 70,000
Sewer Repairer 1	31,200 - 61,000
Sewer Repairer 2	32,000 - 65,000
Senior Sewer Repairer	35,000 - 70,000
Tree Maintenance Worker 1	31,200 - 67,000
Truck Driver	40,000 - 68,000
Water Meter Inspector/Meter Worker 1	31,200 - 50,000
Water Meter Repairer 1	31,200 - 61,000
Water Meter Repairer 2	32,000 - 65,000

SCHEDULE C: OVERTIME. - Replace with the following:

Section b. Remove ii. Township's inability to contact employee.

Section c. Replace with the following language:

The Union shall maintain the overtime list and will move employees to the top of the list, as needed, to equalize overtime assignments. A current list shall be provided, as updated, to the Public Works Director or designee. The Director or designee shall be call or text for overtime based on the list provided by the union. In the event a union member is using sick time, they shall not be eligible for overtime until the beginning of the next work day they have reported back to in good health.

SCHEDULE C

I. The following provisions apply only for the workers in the Public Works Department:

a. Overtime shall be equalized, on a calendar year basis, to the extent possible in accordance with the following provisions:

i. On January 1st of each year, each employee in the department shall start the year with no overtime hours to his/her credit. A seniority list shall be developed and the overtime assignments shall be awarded beginning with the most senior employee and in descending order of seniority thereafter.

ii. After everyone in the department has had three opportunities to work overtime the employees with the least hours accumulated shall thereafter be given first opportunity to work overtime, provided he/she is qualified to perform the duties.

iii. The only hours to be counted for overtime equalization purposes shall be as follows:

1. Actual hours worked

2. Actual refusal to work overtime after a representative of the Township has made verbal contact with the employee. If an employee leaves work in good health and is later contacted and refuses to work because of claimed illness or work injury, he/she shall be required to substantiate such illness or injury with a doctor's note. Failure to substantiate will result in the employee being charged with refusing overtime.

b. The following are examples of what will not be cause for charging an employee as refusing overtime.

i. Unavailability because of death in family, vacation, personal day, sick time during regular work hours, and approved occupational injury.

ii. Township's inability to contact employee.

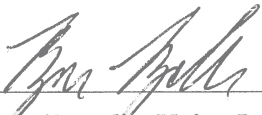
c. The Union shall maintain the overtime list and will move employees to the top of the list, as needed, to equalize overtime assignments.

All other terms and conditions not contained herein shall remain status quo. The proposed language shall supersede any conflicting contract terms in the current CBA.

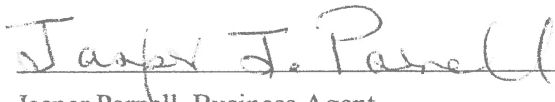
For the Township of North Brunswick:

 5.5.2022
Justine Progebin, Business Administrator Date

For RWDSU Local 108:

 4-19-2022
Bryan Bazydo, Union President Date

 4-19-2022
Brent Lane, Union Representative Date

 4-19-2022
Jasper Parnell, Business Agent Date

Council Action: Date _____ Resolution No. _____