

**A RESOLUTION OF THE TOWNSHIP OF NORTH BRUNSWICK
RATIFYING A MEMORANDUM OF AGREEMENT WITH COLLECTIVE
BARGAINING UNIT RWDSU LOCAL 108 – CLERICAL DIVISION
AMENDING THE SALARY INCREASE FOR CALENDAR 2023**

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 2022, pursuant to Resolution 268-9.22, the minimum hourly wage of a full-time employee with permanent status was increased to \$22/hour (excluding recreational staffing, seasonal and part-time workers), as ratified in a Memorandum of Agreement with RWDSU Local 108 – Clerical Division; and

WHEREAS, for Calendar 2023, the general increase for members of the workforce covered under Chapter 61 of the Municipal Code as well as members under the collective bargaining agreements with Local 108 Blue Collar and AFSCME is 4 percent; and

WHEREAS, the Township recognizes that many members within the RWDSU Local 108 – Clerical Division have assisted in relocation efforts and navigated the challenges inherent to working out of a temporary facility following Hurricane Ida; and

WHEREAS, in December of 2022, the Business Administrator made a recommendation to adjust the Salary Increase for Calendar 2023 from the contractual 3 percent to 4 percent for members who are employed in covered positions under RWDSU Local 108 – Clerical Division, other than a Public Safety Telecommunicator position that follows a separate salary guide; 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 4 percent increase for Calendar 2023, 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 3rd day of January 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 a 4% increase for Calendar 2023; 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:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
HUTCHINSON				
GUADAGNINO				
ANDREWS				
DAVIS				
SOCIO				
MEHTA				
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 January 3, 2023.

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 (the “Union”), and the Township of North Brunswick (the “Township”), (collectively, the “Parties”).

RECITALS

WHEREAS, Local 108 and the Township are parties to a collective bargaining agreement (“CBA”), effective January 1, 2022 through December 31, 2025; and

WHEREAS, in addition, the parties agreed to terms outlined within the August 18, 2022 Memorandum of Agreement (“MOA”), increasing the base hourly rate to \$22/hour effective September of 2022; and

WHEREAS, in addition, the parties agreed to terms outlined within the October 4, 2022 Memorandum, clarifying the telecommunicator rate schedule and adjusting the salary for four members; and

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

WHEREAS, in September of 2021, a significant amount of water penetrated the Municipal Complex from Hurricane Ida, causing major damage to the structure, including the interior space currently undergoing restoration; and

WHEREAS, in October of 2021, Police other Departments operating out of the Municipal Complex began relocating to various temporary locations, including other municipal facilities and rental trailers provided by the contractor under the insurance claim; and

WHEREAS, by the summer of 2022, municipal officials were notified the timeline of restoration could be an additional year and required the removal of any remaining department files and office items out of the Municipal Complex; and

WHEREAS, the Township recognizes that many members of the union have assisted in relocation efforts and navigated the challenges inherent to working out of a temporary facility; and

WHEREAS, the Township therefore recommends adjusting the Salary Increase for Calendar 2023 from 3% to 4% for employees who are employed in covered positions, other than a Public Safety Telecommunicator position that follows a separate salary guide.

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, other than a Public Safety Telecommunicator position, will receive a 4% increase for Calendar 2023.
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. As so modified herein, the terms of the Parties' CBA and all practices shall remain unchanged.
4. Any disputes regarding this Agreement shall be resolved through the grievance procedure set forth in the CBA.
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 January 3, 2023 and shall be effective January 1, 2023.

For the Township of North Brunswick

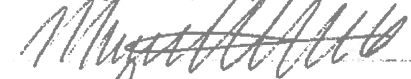

Justine Progebin, Business Administrator

12/29/22
Date

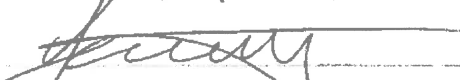
For RWDSW Local 108 Clerical:


Kourtney Glass, Shop Steward

12/28/22
Date


Mark Fritche, Shop Steward

12/28/22
Date


Jonathan Watson, Shop Steward

12-28-22
Date


Jasper Barnell, Business Agent

12/28/22
Date