

**A RESOLUTION OF THE TOWNSHIP OF NORTH BRUNSWICK
RATIFYING A MEMORANDUM OF AGREEMENT WITH COLLECTIVE
BARGAINING UNIT RWDSU LOCAL 108 – CLERICAL DIVISION
AMENDING THE TELECOMMUNICATOR SALARY GUIDE**

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 collective bargaining agreement (“CBA”) between the Township and RWDSU Local 108 – Clerical Division expires on December 31, 2025; and

WHEREAS, in September of 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, in January of 2023, pursuant to Resolution 41-1.23, the salary increase for Calendar 2023 was amended from the contractual 3 percent to 4 percent for members who are employed in covered positions under the bargaining agreement, other than a Public Safety Telecommunicator position that follows a separate salary guide, as ratified in a Memorandum of Agreement with RWDSU Local 108 – Clerical Division; and

WHEREAS, the Township recognizes that there continues to be a staffing shortage for the position Public Safety Telecommunicator and has worked with representatives for the union in assessing current market rates; and

WHEREAS, the Business Administrator representing the Township of North Brunswick and RWDSU Local 108 – Clerical Division have agreed to terms and conditions addressing the Salary Guide covering Public Safety Telecommunicator positions, 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 April 2023, the Township Council of the Township of North Brunswick hereby approves the Memorandum of Agreement with RWDSU Local 108 – Clerical Division replacing Salary Guide covering Public Safety Telecommunicator positions; 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 April 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, in addition, the parties agreed to terms outlined within the January 1, 2023 Memorandum, 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; 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 Dispatch 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, in November of 2022, the Police Chief provided written notification of the staffing shortage within the Police Dispatch that has caused a strain on the current workforce, including existing Public Safety Telecommunicator that are member of Local 108; and

WHEREAS, in December of 2022, representatives for the collective bargaining unit met with the Business Administrator and requested a review of the market rate for Public Safety Telecommunicator and asked for consideration to amend the current salary guide in efforts to attract new employees, agreeing to other members of the collective bargaining unit receiving an additional 1% while the terms with their position be discussed in the coming months; and

WHEREAS, in addition, the Township is currently working on a feasibility study with Milltown on a Shared Services Agreement that merges the two dispatch call centers that would require a Public Safety Telecommunicator to receive additional training and workload; and

WHEREAS, in January and February of 2023, representatives for the collective bargaining unit had follow-up discussion with the Mayor, Business Administrator and Police Chief to work towards a mutual agreement as outlined herein below; and

WHEREAS, the Township recognizes that there continues to be a staffing shorting for the position Public Safety Telecommunicator and have navigated the challenges inherent to working out of a temporary facility, having a workday that operates entirely out of a trailer; and

WHEREAS, the Township therefore recommends adjusting the Salary Guide for Calendar 2023 covering Public Safety Telecommunicator positions.

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 Public Safety Telecommunicator position, will be compensated based on the new Salary Guide.
2. In the event the Township provides Dispatch 9-1-1 coverage to Milltown, employees in a Public Safety Telecommunicator position hereby agree to receive necessary training and shall support the terms under a Shared Services Agreement with Milltown, at no additional increase in compensation.
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. As so modified herein, the terms of the Parties' CBA and all practices shall remain unchanged.
5. Any disputes regarding this Agreement shall be resolved through the grievance procedure set forth in the CBA.
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 March 20, 2023 and shall be effective retroactive to January 1, 2023.

Proposed MOA - 3/8/2023

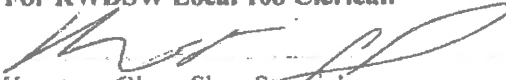
	1/1/2021	1/1/2022	1/1/2023	1/1/2023	1/1/2024	1/1/2024	1/1/2025	1/1/2025
Year 1	41,826	45,000	46,000	51,000	47,000	52,000	48,000	53,000
Year 2	43,039	46,000	47,000	52,000	48,000	53,000	49,000	54,000
Year 3	44,330	47,000	48,000	53,000	49,000	54,000	50,000	55,000
Year 4	45,926	48,000	49,000	54,000	50,000	55,000	51,000	56,000
Year 5	47,671	49,000	50,000	55,000	51,000	56,000	52,000	57,000
Year 6	52,438	53,000	54,000	57,500	55,000	59,000	56,000	60,000
Year 7	54,012	55,000	56,000	59,500	57,000	61,000	58,000	62,000
Year 8	55,632	57,000	58,000	61,500	59,000	63,000	60,000	64,000
Year 9	57,301	59,000	60,000	63,500	61,000	65,000	62,000	66,000
Year 10	59,020	61,000	62,000	65,500	63,000	67,000	64,000	68,000
Year 11	60,791	63,000	64,000	67,000	65,000	68,500	66,000	70,000
Year 12	62,614	65,000	66,000	69,000	67,000	70,500	68,000	72,000
Year 13	64,493	67,000	68,000	71,000	69,000	72,500	70,000	74,000
Year 14	67,717	69,000	70,000	73,000	71,500	74,500	72,000	76,000
Year 15		70,000	71,000	74,000	72,000	75,500	73,000	77,000
Year 16		71,000	72,000	74,500	73,000	76,000	74,000	77,500
Year 17		71,500	72,000	75,000	74,500	76,500	76,000	78,000
Year 18		72,000	73,500	75,500	75,000	77,000	76,500	78,500
Year 19		72,500	74,000	76,000	75,500	77,500	77,000	79,000
Year 20		73,000	74,500	76,500	76,000	78,000	77,500	79,500
Year 21		73,500	75,000	76,500	76,500	78,500	78,000	80,000
Year 22		74,000	75,500	77,000	77,000	79,000	78,500	80,500
Year 23		74,500	76,000	77,500	77,500	79,500	79,000	81,000
Year 24		75,000	76,500	78,000	78,000	80,000	79,500	82,500
Year 25		75,500	77,000	78,500	78,500	80,500	80,000	83,000

For the Township of North Brunswick


Justine Progebin, Business Administrator

3/24/2023
Date

For RWDSW Local 108 Clerical:


Kourtney Glass, Shop Steward

3/10/23
Date


Mark Fitch, Shop Steward

3/10/23
Date


Jonathan Watson, Shop Steward

3-10-23
Date


Jasper Parnell, Business Agent

3/10/23
Date