

A RESOLUTION AUTHORIZING A COLLECTIVE NEGOTIATED AGREEMENT WITH THE RWDSU LOCAL 108 – CLERICAL DIVISION, WITH A TERM COMMENCING JANUARY 1, 2022 THROUGH DECEMBER 31, 2025

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

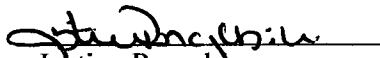
WHEREAS; the existing agreement between the Township and RWDSU Local 108 – Clerical Division expired on December 31, 2021; and

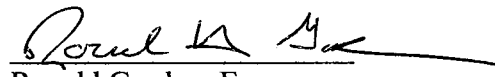
WHEREAS; the Business Administrator representing the Township of North Brunswick and RWDSU Local 108 – Clerical Division have agreed to terms and conditions for a new collective negotiated agreement between the two parties effective January 1, 2022 through December 31, 2025, as contained in the attached Memorandum of Agreement; and

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

NOW, THEREFORE, BE IT RESOLVED on this 13th day of December 2021, the Township Council of the Township of North Brunswick hereby authorizes the Mayor to execute and Clerk to witness a new collective negotiated agreement between the Township and RWDSU Local 108 – Clerical Division for a term commencing January 1, 2022 through December 31, 2025; and

BE IT FURTHER RESOLVED a copy of this Resolution along with the Executed Agreement will be forwarded to RWDSU Local 108 – Clerical Division.

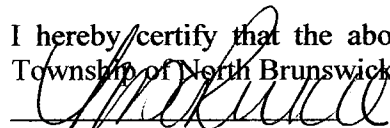

Justine Progebin
Business Administrator

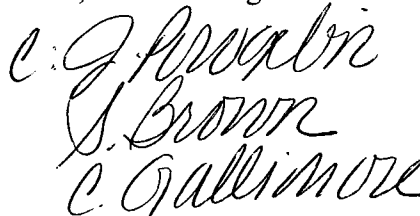

Ronald Gordon, Esq.
Township Attorney
Approved as to legal form

RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
MEHTA	✓			
LOPEZ	✓			
GUADAGNINO 1	✓			
ANDREWS	✓			
DAVIS 2	✓			
SOCIO	A			
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 December 13, 2021.


Lisa Russo
Township Clerk





Memorandum

Date: December 3, 2011
To: Mark Fritsche, Shop Steward
Kourtney Glass, Shop Steward
Jonathan Watson, Shop Steward
Jasper Parnell, Business Agent
From: Justine Progebin, Business Administrator
CC: Francis Womack, III - Mayor
Katie Mocco, Esq. - Municipal Labor Counsel
Taylor Wood, Esq. - Municipal Labor Counsel
Joseph Battaglia, Police Chief
Sonia Brown, Personnel Officer
Re: "Amended" North Brunswick Local 108 (Clerical Division)-UFCW, RWDSU, AFL-CIO, CLC

The Township has received the proposal by the union and hereby counters with the terms outlined herein below. Terms offered are based on a total agreement and The Township reserves the right to withdraw or amend any and/or all sections should the union counter with additional concessions.

Term:

The Proposed Term of this Agreement shall be for a period of four years: 1/1/2022-12/31/2025

ARTICLE III

OVERTIME MEALS

1. The Township will provide meals for employees working overtime if such work continues for (2) hours after the end of the workday and again at eight (8) hours after the end of the workday. The Township may, in lieu of providing meals, provide a meal allowance of Six Dollars and Fifty cents (\$6.50) per meal. This allowance shall not apply in a case where there is a one (1) hour break between the end of the workday and the commencement of the overtime.

Article III. Overtime Meals – Removed in its entirety

ARTICLE V

WAGES AND OTHER COMPENSATION

1. Wages: For all current employees who were employed in covered positions, other than Public Safety Telecommunicator, 2% shall be added to their current base pay each year of the contract.

2. Wages: For all current employees who were employed in covered positions, with the title Public Safety Telecommunicator, on the effective date of each year's increase the following wage increases shall be added to their current base pay:

<u>Effective Date</u>	<u>Salary Increase</u>
1/1/2018	New step guide
1/1/2019	1.0%
1/1/2020	1.5%
1/1/2021	2.0%

Article V. Wages and Other Compensation – Replace with the following

Wages for all current employees who are employed in covered positions, other than a Public Safety Telecommunicator position, the following shall be added to their current base pay each year of the contract:

<u>Effective Date</u>	<u>Salary Increase</u>	<u>Effective Date</u>	<u>Salary Increase</u>
January 1, 2022	3%	January 1, 2024	3%
January 1, 2023	3%	January 1, 2025	3%

3. For the Public Safety Telecommunicators' salary guide, the following is the step guide beginning 1/1/2018. Each step shall be adjusted annually by the Cost of Living Increase as follows:

Public Safety Telecommunicator

	<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>	<u>7/1/2021</u>
1	\$40,000	\$40,400	\$41,006	\$41,826
2	\$41,160	\$41,572	\$42,195	\$43,039
3	\$42,395	\$42,819	\$43,461	\$44,330
4	\$43,921	\$44,360	\$45,026	\$45,926
5	\$45,590	\$46,046	\$46,737	\$47,671

Senior Public Safety Telecommunicator

	<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>	<u>7/1/2021</u>
1	\$50,149	\$50,651	\$51,410	\$52,438
2	\$51,653	\$52,170	\$52,953	\$54,012
3	\$53,203	\$53,735	\$54,541	\$55,632
4	\$54,799	\$55,347	\$56,177	\$57,301
5	\$56,443	\$57,008	\$57,863	\$59,020
6	\$58,136	\$58,718	\$59,599	\$60,791
7	\$59,881	\$60,479	\$61,387	\$62,614
8	\$61,677	\$62,294	\$63,228	\$64,493
9	\$64,761	\$65,408	\$66,390	\$67,717

The following salary guide shall be used for employees in one of the following Public Safety Telecommunicators titles for the term of this contract which is inclusive of any percentage adjustments. The "year" shall be based upon the employee's date of hire, not from a change in title. Employees over Year 25 shall receive a 2% increase for 2022, 2% increase for 2023, 2% increase for 2024 and 2% for 2025.

For an applicant being considered for hire from another agency with years in the pension system, the Police Chief may request the appointing authority to consider starting them at a year other than "year one".

Changes in Title. Generally, employees shall be hired as a Public Safety Telecommunicator Trainee and shall progress under a promotional process through the Civil Service Commission with the goal to achieve the title of Public Safety Telecommunicator-Senior.

Seniority: Once an employee has been appointed to the title Public Safety Telecommunicator-Senior, they shall receive an additional \$1,000 annually to be paid beginning the January after they have been appointed to the position. This additional compensation shall be for additional duties mentoring new Telecommunicators.

Public Safety Telecommunicator Salary Guide:

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

ARTICLE VI

HOSPITALIZATION AND OTHER BENEFITS

b. Township contribution to Dental Plan: The Township agrees to contribute the sum of Three Hundred Eighty Four Dollars and Ninety Six Cents (\$384.96) annually for single employees without dependents and Four Hundred Dollars and No Cents (\$400.00) for each employee with spouse and/or dependents for the dental plan coverage as per past practice. *Employees will be responsible to pay for the balance of any premium or direct cost for dental plan coverage [boldface italic is new language to reflect that we are not paying premiums currently].*

Article VI b. – Replace with the following language:

For each year of this Agreement, if an employee enrolls in the Township's Dental Plan, they shall contribute \$15/per pay for a single employee plan (\$360/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.

ARTICLE IX

SICK LEAVE

9. **Sick Leave Incentive.** Within two weeks after 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 their current rate of pay as of December 31st, a number of unused sick leave days in accordance with the following formula. If in the preceding 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 to accumulate the unused sick days in exchange for payment equal to their current daily rate of pay.

<u>Remaining Sick Leave Days</u>	<u>Eligible Days to Sell Back</u>
10 days	5 days
9 days	4 days
8 days	3 days
7 days	2 days
6 days	1 day
Less than 6 days	none

Article IX 9. – Replace with the following language:

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 will be made against the accrued balance of the employee's account.

Excluding telecommunicators, in the event members of the union are requested to stay home due to a building closure while a member is on sick leave, no charge will be made against the accrued balance of the employee's account.

**ARTICLE X
DEATH IN FAMILY**

Leave shall be taken and calculated from the date of death or date of funeral, at the option of the employee.

1. Five (5) days' leave per incident shall be allowed for death of a spouse, civil union partner, ~~person, partner, or significant other who resides permanently in the same residence~~, child, stepchild, parent, grandparents, siblings, father-in-law, mother-in-law, daughter/son-in-law.
2. One (1) day leave per incident for aunts, uncles, nephews, nieces, brothers and sisters-in-law.
Leave shall be taken and calculated from the date of death or date of funeral, at the option of the employee.

Article X Death in Family - Replace with the following:

Change Title to – Bereavement Leave

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:

1. 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.
2. 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 or daughter-in-law, or miscarriage of a child.
3. 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.
4. 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 XI
VACATIONS**

8. For personnel serving in the title of Public Safety Telecommunicator or Senior Public Safety Telecommunicator, vacation requests must be submitted in writing at least eight hours prior to requested vacation leave. For all other covered titles in the union, vacation requests must be submitted in writing at least one (1) calendar day in advance of the requested vacation day.

Article XI Vacations – Add new language 9.:

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

Excluding telecommunicators, in the event members of the union are requested to stay home due to a building closure while a member is on a vacation leave of *less than three days*, no charge will be made against the accrued balance of the employee's account.

ARTICLE XXII
DUES DEDUCTION

1. The Township agrees to deduct dues exclusively for the Union from the wages of an Employee covered by this 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 off 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 employe 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 deduct from wages and paid to the Union, it shall be the responsibility of such Employee to obtain appropriate refund from the Union.

4. The Township will forward all dues deduction monies collected on a monthly basis to the Designee of the Union. A list of the names and addresses from which dues have been deducted will be forwarded monthly. A copy 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. The Union shall indemnify the Township from all liability resulting from and/or caused by dues deduction or fair representation fees.

6. The Township will notify the Union in writing of the name, job title, job location, and salary of any new hire.

1. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Local 108 (Clerical Division)-UFCW, RWDSU, 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(g). 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) days. Once the Employer's Chief Financial Officer receives the request, the Association will be notified within five (5) business days.~~
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 XXXIV

DURATION

1. This Agreement shall be effective, January 1, 2018 through December 31, 2021.
2. By this Agreement, this contract and all its provisions shall be extended to remain in full force and effect during any period of negotiations on a succeeding contract which shall continue beyond the expiration date of this contract.
3. Either party to this Agreement may serve notice of an intention to modify or change this Agreement no sooner than one hundred and twenty (120) days prior to the expiration of the contract.

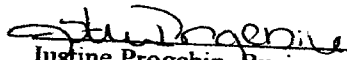
Article XXXIV Duration 1. - Replace with the following:

This Agreement shall be effective January 1, 2022 through December 31, 2025.

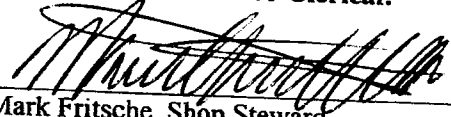
Pay Periods

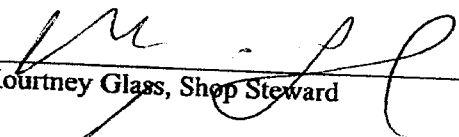
Beginning January of 2022, the Township shall reserve the right to go from bi-weekly to a 24-pay cycle. If operating on a 24-pay cycle, pay days shall be twice monthly on the 15th and the last day of the month, unless the payday falls on a holiday. Saturday or Sunday, in which case pay days shall be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

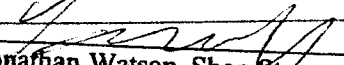
For the Township of North Brunswick:

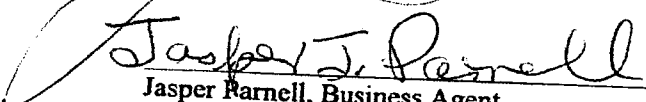
 12/7/21
Justine Progebin, Business Administrator Date

For RWDSU Local 108 Clerical:

 12/7/21
Mark Fritsche, Shop Steward Date

 12/7/21
Kourtney Glass, Shop Steward Date

 12-7-21
Jonathan Watson, Shop Steward Date

 12/7/21
Jasper Farnell, Business Agent Date

Council Action: Date _____ Resolution No. _____