



COLLECTIVE BARGAINING AGREEMENT

between

THE TOWNSHIP OF NORTH BRUNSWICK

and

RWDSU LOCAL 108, UFCFW, AFL-CIO, CLC

**January 1, 2022 – December 31, 2024**

## **PREAMBLE**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Township of North Brunswick, a municipal government in the County of Middlesex (hereinafter "Employer" or "Township") and Local 108 - Blue Collar Division, UFCW, RWDSU, AFL-CIO, CLC, with its principal place of business at 1576 Springfield Avenue, Maplewood, NJ 07040 (hereinafter "Union");

WHEREAS, the Township and the Union have heretofore entered into negotiations as to various matters concerning the conditions and terms of employment; and

WHEREAS, the Township and the Union now desire to reduce the agreements arrived at by said negotiations to a written agreement;

NOW, THEREFORE, the parties hereto, namely the Township and the Union, do agree as follows:

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ARTICLE I

**RECOGNITION AND NON-DISCRIMINATION**

1. The Township hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment for the job titles set forth in Schedule B, attached hereto.
2. The Township is supportive of recognizing and adding titles to be recognized by this bargaining unit. All recognized titles and salary ranges will be listed in Schedule B.

ARTICLE II

**HOURS OF WORK AND OVERTIME**

1. NORMAL WORK WEEK

- a. For all workers, Monday through Friday, inclusive, shall be forty (40) hours per week.

2. OVERTIME

- a. Time and one-half (1.5) for all work performed after eight (8) hours per day on Monday through Friday.
- b. Time and one-half (1.5) for all work performed on Saturday in excess of the normally scheduled work week as defined in paragraph 1 above up to and including twelve (12) hours of work and at the rate of double time (2.0) after twelve (12) hours of work.
- c. Double time (2.0) for all work performed on Sundays in excess to the normally scheduled work week as defined in paragraph 1 above.
- d. Double time (2.0) shall be paid for work performed on any holiday in addition to holiday pay.
- e. Anyone on vacation or holiday time shall be considered on time worked. Overtime shall be distributed equally among the employees in each department who choose to work and are available for overtime. In the Public Works Department, overtime shall be equalized in accordance with the provisions of Schedule C. A list of employees and their hours of overtime shall be maintained for each department and posted on bulletin boards. Employees who choose not to work their turn on the overtime list shall be charged as having worked the overtime in determining the equal distribution of overtime. The Union will assist the Township in making available sufficient employees for overtime work.
- f. An employee shall be eligible for overtime after serving a ninety (90) day probationary period from date of hire.

3. In the event an employee reports for this regularly scheduled work shift without having been previously notified that there is no work, the employee shall be guaranteed eight (8) hours pay at his regular rate of pay.
4. In the event an employee is called back to work after conclusion of his normal work shift, the employee will be entitled to a minimum of four (4) hours pay at the overtime rate. This provision shall not apply to a directive to report early for a normal workday nor to any planned overtime where the employee is given notice of the overtime prior to the end of the regular shift.
5. All employees in the bargaining unit shall have a one-half (1/2) hour unpaid lunch break. Lunch may commence after four hours into the regular shift.
6. Each employee in the bargaining unit shall be entitled to one fifteen (15) minute break in the first four (4) hours of the shift, commencing normally at 10:00 A.M., and one fifteen (15) minute break in the second four (4) hours of the shift, normally commencing at 2:00 P.M. The scheduling of breaks may be altered by the supervisors as the needs of the work require. In the event of an emergency necessitating that the employees work through their normal break times, no additional compensation shall be required. The practice of requiring employees to work during their breaks in an emergency shall not be abused by the employer.
7. From Monday to Friday, when there is no break in time before or after an employee's regular workday and their overtime period of work, the member shall be compensated at the regular hourly rate of pay for the first eight (8) hours, one and one-half (1.5) times the regular rate of pay for the next four (4) hours, and two (2) times the regular hourly rate of pay for any additional hours.
8. During all overtime hours of work, the employee shall be entitled to one fifteen (15) minute break for each four (4) hour segment of work. The scheduling of the break shall be in the discretion of the supervisor who shall make every effort to schedule the break at the conclusion of the first two (2) hours of work. The supervisor shall determine whether the work shall continue for four (4) or more full hours.

### ARTICLE III

#### **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 (\$1.00/hour, but not less than \$25.00/hour)
  - b. Assigned in place of an Equipment Operator (\$2.00/hour but not less than \$30.00/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 IV

**WAGES AND OTHER COMPENSATION**

1. For all current employees who are employed in covered positions on the effective date of each year's increase the following wage increases shall be added to their base pay:

<b>Year</b>	<b>Cost of Living Increase</b>
1/1/2022	4.0%
1/1/2023	4.0%
1/1/2024	4.0%

- a. Schedule A lists all employees and the increases for each year of the contract.
  - b. The Township shall have the prerogative to establish the starting salary for each new employee within the authorized salary range for the position and said range is noted on Schedule B.
2. The Township will initiate performance reviews of union personnel, which will be conducted annually. The performance assessment of an employee will be used to evaluate the need for corrective action on the part of the employee and/or to help assess the employee's suitability for recognition, or promotional opportunities. The Department Director, the employee's supervisor, and the employee shall meet in December of each year to discuss and plan the employee's Annual goals for the next year and to assess his/her success in achieving their goals in the year about to end. While the Director shall have final say based on established best practices in setting the goals for each member, the Director must also document and consider the limitations of personnel and other resources, such as equipment, outside services, and /or materials, which may have impacted the year about to end or may impact the upcoming year in setting Annual Goals.

3. ANNUAL GOALS

- a. Evaluation of completing assigned tasks, technical skills and competency.

- b. Personal conduct, including the member's general demeanor, integrity, appearance, attendance, punctuality, dependability and compliance with uniform requirements.
  - c. Teamwork, including the employee's responsiveness, communication, and support for superiors and co-workers, reliability and commitment to the Township and its residents.
  - d. The employee's initiative in recommending improvements to operations.
  - e. The Township will develop a simplified format for review of the performance items above, and any others that may be applicable for evaluation.
4. **Uniform allowance.** Employees shall be in uniform while on duty. Consistent failure of an employee to be in the approved uniform shall render an employee ineligible to receive their uniform allowance.
- a. The uniform allowance shall be to cover the cost of uniform replacements and maintenance.
  - b. The uniform allowance shall be \$1,050 and shall be payable annually no later than March 31st for the preceding year upon written confirmation that the employee consistently complied with the mandate to wear the designated uniform throughout the preceding year.
  - c. The standard uniform shall consist of:
    - i. Short sleeve shirts with approved departmental logo for warm weather use
    - ii. Long sleeve shirts with approved departmental logo for cold weather use
    - iii. Blue denim jeans or khaki pants
    - iv. Sweatshirt in approved color and logo approved by the department
    - v. Cold weather coat
    - vi. Work boots with toe protection
  - d. Rain/Snow boots, raincoats, and work gloves will continue to be provided by the Township at Township expense.

5. **Stand-by pay.** 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.
  
6. **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 V

**HOSPITALIZATION AND WELFARE BENEFITS**

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. 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.

<b>Salary Range or Pension allowance for eligible retirees</b>	<b>Single Coverage</b>	<b>Parent/Child or Emp/Sp/Prtnr Coverage</b>	<b>Family Coverage</b>
Less than 20,000	4.5%	3.5%	3.0%
20,000 - 24,999.99	5.5%	3.5%	3.0%
25,000 - 29,999.99	7.5%	4.5%	4.0%
30,000 - 34,999.99	10.0%	6.0%	5.0%
35,000 - 39,999.99	11.0%	7.0%	6.0%
40,000 - 44,999.99	12.0%	8.0%	7.0%
45,000 - 49,999.99	14.0%	10.0%	9.0%

50,000 - 54,999.99	20.0%	15.0%	12.0%
55,000 - 59,999.99	23.0%	17.0%	14.0%
60,000 - 64,999.99	27.0%	21.0%	17.0%
65,000 - 69,999.99	29.0%	23.0%	19.0%
70,000 - 74,999.99	32.0%	26.0%	22.0%
75,000 - 79,999.99	33.0%	27.0%	23.0%
80,000 - 84,999.99	34.0%	28.0%	24.0%
85,000 - 89,999.99	34.0%	30.0%	26.0%
90,000 - 94,999.99	34.0%	30.0%	28.0%
95,000 - 99,999.99	35.0%	30.0%	29.0%
100,000- 109,999.99	35.0%	35.0%	32.0%
110,000 and over	35.0%	35.0%	35.0%

2. **Method of contribution.** The contribution cited in paragraph 1 above shall be made via payroll deductions from any employee who receives medical and/or prescription coverage. Employees who are on an approved leave of absence or not receiving a regular paycheck for other reasons, but who remain eligible for coverage by the Township's health care plan, must directly pre-pay the Township on a monthly basis in advance their mandated contribution. Failure to make timely payment may result in discontinuance of coverage.
  
3. **High Deductible Health Care Plan with Health Savings Account.** For active employees who agree to enroll in a High Deductible Plan, currently AETNA4000 or NJDIRECT4000, in 2017 or thereafter, the Township will reduce the employee's mandated percentage contribution specified in the chart in Paragraph a) above by 50% of the amount shown, while the employee remains in the High Deductible Plan. For employees who enroll and remain in a High Deductible Plan, the Township will also offer a Health Savings Account in the name of the employee, to be used by the employee to dedicate a portion of their annual salary, currently on a tax-exempt basis and/or as provided by Federal Law, toward eligible medical expenses as also determined by Federal Law. The maximum permitted amounts for 2018 are \$6,900 for employee/spouse/partner, employee and child, or family coverage and \$3,450 for single coverage. The maximum amounts and use of the Health Savings Account will be as permitted under Federal Law.
  
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.

5. 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.
6. For members who 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 or employment with the Township, at which time Township contributions toward retirement benefits will cease.
7. The Township shall not contribute towards any continued dependent coverage once the retired employee is no longer eligible to participate under SHBP.
8. 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 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.
9. 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 or 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-rate payment will be issued to participating employees.

#### ARTICLE VI

#### **PAY PERIODS**

1. 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.

ARTICLE VII

**DISABILITY COMPENSATION**

1. The Township agrees to continue the salary of employees injured on the job or who suffer a work-related illness in exchange for their assignment to the Township of their lost time payment under Worker's Compensation payment. Such time shall not be charged against Sick Leave.

ARTICLE VIII

**SICK AND PERSONAL LEAVE**

1. **Annual Sick Leave Allowance.** The Township shall provide paid sick leave on the basis of one (1) day's leave for each month of employment during the first calendar year of employment. Thereafter, on January 1st of each calendar year the employee shall be credited with fifteen (15) days sick leave unless, by reason of the existing sick leave program the individual employee is placed in some other status in which case the employee shall be credited with sick leave in accordance with said program. Unused sick leave may be accumulated from year to year by the employee without limitation and may be used in the future as needed. Sick leave may be utilized in thirty (30) minute minimum increments. Notification for use of sick time must be made to the Director or designee no less than thirty (30) minutes prior to the employee's scheduled workday.
  - a. Unused sick leave may be accumulated from year to year by the employee without limitation and may be used in the future as needed for sick leave purposes.
  - b. No employee shall be allowed to work who endangers the health and well being of himself/herself or other employees and, if the employee's condition warrants, the employee shall be directed to the Township physician for determination of his/her fitness for duty.
  - c. The Township may require medical documentation to substantiate sick leave from an employee whenever a member is absent for 5 or more consecutive workdays or when an employee is absent from work for the equivalent of 5 sick days in a three (3) month period.
  - d. After 5 or more consecutive days of sick leave, the Township may require an employee to be examined by a Township physician before returning to work.
  - e. **Retirement.** Upon separation due only to retirement, employees shall be paid \$80.00 per day of an employee's daily wages for all unused sick days, capped at \$15,000.

## 2. SICK LEAVE INCENTIVE

- a. **Annual Sell Back of Sick Leave.** At the end of any given year, if a member has over thirty (30) days of accrued sick time, they may sell back up to a maximum of five (5) days that year, at their current rate of pay as of December 31.
  - b. **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 fifteen (15) and thirty (30) days of accrued sick time, they may sell back up to a maximum of five (5) days that year at their current rate of pay as of December 31.
  - c. This section may be repealed by action at the State or Federal level prohibiting the sell back of sick time.
  - d. 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.
3. **Personal Leave Days.** Employees shall be entitled to three (3) days for Personal Leaves in each calendar year, or prorated share thereof actually worked and for new employees hired during the year. Unused personal days shall expire at the end of each year.

## ARTICLE VIX

### **BEREAVEMENT LEAVE**

1. 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) workdays 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) workdays 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.

- 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  
**VACATION LEAVE**

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

<b>Length of Service</b>	<b>Vacation Allowed</b>
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, capped at twenty-five (25) days total

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

<b>Length of Service</b>	<b>Vacation Allowed</b>
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

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 total days.
4. Time shall be granted and taken in two-hour increments based on an employee's regular workday.
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 be 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 upon 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 paid at the current rate of pay.*

ARTICLE XI

**HOLIDAYS**

1. The Township will pay employees for the following unworked holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	
  
2. If any of the above listed holidays falls on a Saturday, it shall be celebrated on the preceding Friday. If any holiday falls on a Sunday, it shall be celebrated on the following Monday.
  
3. If a holiday falls during an employee's vacation, he shall be paid for that day as a holiday, and it shall not be charged to his vacation time.

ARTICLE XII

**MILITARY DUTY**

1. The Township will fulfill its obligations concerning employee's military service as required by State and Federal Law.

ARTICLE XIII

**JURY DUTY**

1. Each regular, full-time, permanent Employee in full pay status, actively at work performing assigned duties, who loses time from his job because of jury duty, certified by the Clerk of the Court, shall be paid the difference between his regular daily rate of pay and monies received from the Court, up to a maximum of ten (10) work days over one (1) calendar year period, subject to the following conditions:
  - a. When a jury service is completed prior to 12:00 Noon, the Employee is required to telephone his immediate supervisor and report to work if requested.
  - b. The Employee must notify his supervisor within five (5) working days following receipt of a summons for jury service.
  - c. The provisions of this Article do not apply when an Employee voluntarily seeks jury duty service.

ARTICLE XIV  
**MANAGEMENT RIGHTS**

1. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.
2. The Union recognizes the Township's right to manage its affairs and direct its work force and, within the existing framework of the Statutes of the State of New Jersey, to maintain and operate its departments and agencies efficiently.
3. The Township has and is vested with all the customary and usual rights, power, functions and authority of management.
4. The Union further recognizes that the management of the Township, the control of its properties and the maintenance of order and efficiency is a responsibility of the Township.

ARTICLE XV  
**NO STRIKE**

1. It is recognized that the need for continued and uninterrupted operation of the employer's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation during the life of the Agreement.
2. The Union agrees that during the term of this Agreement neither the Union, nor any person acting in its behalf, will cause, authorize, or support, nor will any of its members take part in, any strike, slowdown, walk-out or other job action against the Township.
3. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned, including, but not limited to, publicly disavowing such action.

ARTICLE XVI  
**DISCIPLINE**

1. There shall be no discipline or discharge without just cause.
2. The Township shall take no final disciplinary action against any employee without:
  - a. written charges and specification,
  - b. a hearing on said charges,
  - c. the employee's right to representation,

- d. the employee's rights provided under Civil Service statute.
3. No hearing shall be held sooner than five (5) days after the service of the written charges and specifications referred to in section 2 (a) above.
4. The Union shall be provided with a copy of all disciplinary charges and specifications referred to in section 2 (a) above.

ARTICLE XVII  
**GRIEVANCE PROCEDURE**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment.
2. The parties agree that this procedure will be kept as informal as may be appropriate.
3. The term "grievance" shall mean an allegation that there has been:
  - a. a misinterpretation or misapplication of the terms of the agreement.
  - b. inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the employees affecting terms and conditions of employment.
  - c. disciplinary action.
4. The Township agrees that in the presentation of a grievance there shall be no loss of pay for the time spent in presenting the grievance by the grievant appropriate, witnesses and the Union grievance committee. The grievance committee shall be made up of the following:
  - a. Union Steward or designee.
  - b. Chief Steward or designee.
  - c. Unit Vice President or designee.
  - d. Representative of Local 08, RWDSU, AFL-CIO.
5. Steps of the Grievance Procedure - The following constitutes the sole and exclusive method of resolving Grievances between the parties covered by this Agreement:

- a. **Step 1.** The grievantee and/or the Union steward shall discuss the grievance with the appropriate supervisor within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he/she would reasonable be expected to know of its occurrence. If the grievance is satisfactorily resolved, there is no need to put the grievance in writing.
- b. **Step 2.** In the event the grievance has not been resolved at Step 1, the Union and only the Union may file the written grievance on the approved form with the Township Administrator within forty-five (45) calendar days of the occurrence complained of or within forty-five (45) calendar days after he/she would reasonably be expected to know of its occurrence.
  - i. In the event the parties mutually agree to do so, the Township Administrator, or designee shall schedule a meeting to discuss the grievance. This meeting shall take place within Ten (10) working days from receipt of the grievance at this Step. The Township will be permitted to bring the Administrator, Township Attorney and appropriate witnesses to the meeting. The union shall be permitted to bring the Union grievance committee, and the grievant and appropriate witnesses.
  - i. The parties agree that this Step of the grievance procedure shall not be a hearing, but rather an attempt to resolve problems. Where satisfactory resolutions to grievances are mutually agreed to at this Step, written memoranda of understanding shall be prepared and signed by the parties within ten (10) working days of the date of the meeting.
  - ii. Where no satisfactory resolution of the grievance is resolved at the Step2 meeting, the Township Administrator, or designee, shall issue a formal denial of the grievance within five (5) working days of the meeting.
- c. **Step 3.** In the event the grievance has not been satisfactorily resolved at Step 2, the Union and only the Union, may submit the matter to arbitration on the following conditions:
  - i. The request for arbitration must be filed in writing with the Public Employment Relations Commission not later than forty-five (45) calendar days after receipt of the response or expiration of the time to respond at Step 2.
  - ii. Nothing in this agreement shall be construed as compelling the union to submit a grievance to arbitration or to represent an employee before Civil Service. The Union's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final.

- iii. Where the grievance arises from facts which would permit the individual grievant to appeal to the Department of Civil Service, this procedure shall be optional. If any appeal is filed with the Department of Civil Service the processing of the grievance shall cease and the grievance withdrawn and, if necessary, the matter withdrawn from arbitration.
  - iv. Within 20 working days of the filing of the request for arbitration, the parties shall meet to discuss the grievance.
  - v. No arbitration hearing shall be scheduled until such time as the time limits or appeal to the Department of Civil Service have expired, usually not later than twenty (20) days from the date of the action complained of.
  - vi. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.
  - vii. Permanent arbitrators may be selected by agreement between the parties within thirty (30) working days following the execution of this agreement.
  - viii. The arbitrator shall issue a decision no later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then, from the date of the transmitting of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit decisions strictly to the application and interpretation of the provisions of the Agreement and shall be without power or authority to make any decision:
    1. Contrary to, or inconsistent with modifying or varying in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force an effect of law.
    2. Limiting or interfering with any of the powers, duties, and responsibilities of the Township under applicable law, and rules and regulations having the force and effect of law.
6. The filing or dependency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the employer to take the action complained of subject, however, to the decision of the arbitrator.
  7. The parties may mutually agree in writing to extend any time limit at any step of the procedure.

8. Advisory Arbitration of grievances may be sought by the Union when bringing arbitration of grievances except for grievances defined in Paragraph 3b. above.

## XVIII

### **SENIORITY**

1. Seniority is defined as the length of an employee's continuous service with the Township.
2. An Employee shall cease to have seniority rights by:
  - a. Voluntary quitting.
  - b. Justifiable discharge.
  - c. Absence beyond an approved period of leave for more than ten (10) days, unless the employee provides a reasonable excuse acceptable to the North Brunswick Township Council.
  - d. The Township shall supply the union with an up-to-date Seniority List.
3. Seniority shall be applied for the following purpose, in addition to those under Civil Service Law, Rules and Regulations:
  - a. Priority selection of vacations.
  - b. Rotation of overtime work.

## ARTICLE XIX

### **LAYOFF AND TERMINATIONS**

1. No employee shall be laid off or his work terminated for reason other than just cause.
2. In the event reduction in force is necessary in any one area or department, the Township will endeavor to place affected employees in an available opening in the same area or department or another area or department.
3. At the time of layoff, employees shall receive all vacation time due and not taken.
4. In the reduction or restoration of the working force, the rule to be followed shall be length of service with the Township and in accordance to Civil Service Rules and Regulations.

ARTICLEXX  
**UNION SECURITY**

1. Pursuant to law, the Township agrees that every employee shall have the right to freely join, organize and support the Union and its affiliates for the purpose of engaging in collective negotiations.
2. As a duly elected body exercising governmental power under the laws of this State, the Employer agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by any laws of New Jersey and the United States.
3. It is agreed that at the time of hiring, the Township will deliver to each new employee a copy of this Agreement and a packet of materials to be supplied by the Union.

ARTICLE XXI  
**DUES DEDUCTION**

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 authorization forms 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

#### **BULLETIN BOARD SPACE**

1. The Township shall provide a bulletin board for use by the Union to enable employees of the bargaining unit to see notices posted thereon when reporting or leaving their workstations, or during their rest periods. All notices shall be initialed by the Chief Steward and shall relate to Union affairs.
2. No political campaign literature or defamatory material shall be posted.

#### ARTICLE XXIII

#### **MAINTENANCE OF BENEFITS**

1. No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions which are of benefit to all employees.

#### ARTICLE XXIV

#### **FULLY BARGAINED PROVISIONS**

1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were the subject of negotiations.
2. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, only, and executed by both parties.

ARTICLE XXV  
**SAVINGS CLAUSE**

1. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

ARTICLE XXVI  
**PERSONNEL FILE**

1. There shall be one personnel file for each employee.
2. The employee shall have the right to examine the file on written request to the Department Head.
3. The employee may examine the file during normal business hours, provided that the number of employees who request said examination at any one time shall not unduly interfere with normal operations and in no event shall any employee be refused for longer than one working day. The employee may have a Union Representative present at such examination.
4. The employee shall be entitled to a copy of the file in the event of formal disciplinary charges and shall be entitled to a reasonable amount of copies in other events.
5. No formal disciplinary action or other document which might be used in a disciplinary hearing may be placed in the file unless the employee was provided with a copy which was initialed by the employee in the presence of a union official prior to being placed in the file.
6. The employee shall have the right to place a written rebuttal in the file to any document in the file.

ARTICLE XXVII  
**UNION LEAVE**

1. 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 member's attendance record.

ARTICLE XXVIII  
**HEALTH AND SAFETY**

1. Any issues that the Union deems to be health and safety problems will be communicated to the Township Administrator.

2. The Administrator will at the Union's request meet with representatives of the Union within five (5) business days to discuss the health and safety problems and hear any recommendations which the Union may have to resolve the problems.
3. The Township will make a reasonable effort to resolve health and safety issues raised by the Union.
4. The Township will notify the Chief Steward of the Union of any proposed measurement of worker exposure to any potentially dangerous condition and/or toxic substances to which workers are exposed together with relevant data sheets if any.
5. The Union may initiate a grievance under this Article at Step Two of the Grievance Procedure.
6. No employee shall be required to operate equipment, drive or be driven in a vehicle which is unsafe.
7. In winter, employees, using a mason dump truck or larger vehicle while on the road and engaged in salting or sanding of Township roads, must establish radio contact with a public works supervisor or co-worker in the field to have an employee present at their location, before exiting the cab and upon reentry of the cab, in order to inspect and/or clearing sanding or sodium chloride equipment.

#### ARTICLE XXIX

##### **POSTING**

1. All vacancies in any bargaining unit position shall be posted on bulletin boards for a period of seven (7) working days. The posting shall include:
  - a. The Civil Service description of the job;
  - b. Location of the job;
  - c. Salary range of the job;
  - d. A copy of the posting will be given to the Chief Steward.
2. During the seven (7) day posting period the Township may fill the vacancy on an interim basis in order to avoid undue interruption of Township operations.

3. Prior to permanent filling of a vacancy, pursuant to Civil Service requirements, the Township will fill the vacancy in accordance with this procedure in order that existing employees may have an opportunity to make known any desire to apply for the position.
4. A vacancy shall be deemed to occur when:
  - a. An existing position is vacated as a result of a termination, promotion or transfer,
  - b. A new position is created in the bargaining unit.
5. Whenever possible, the Township will post vacancies as soon as it has formal notice that a vacancy will occur.

#### ARTICLE XXX

#### **NEW POSITIONS**

1. In the event the Township creates a new title, the union shall be notified of its establishment, in advance, where practicable, but in any case, no later than the date of the filling of the position.
2. The Township shall have the right to fill any new positions.
3. The Township agrees to negotiate terms and conditions of employment for those positions it agrees are within the bargaining unit.
4. Such negotiations shall take place within five (5) business days of the Union's request.
5. The terms and conditions of the position and retroactivity shall be the subject of negotiations between the parties.

#### ARTICLE XXXII

#### **NON-DISCRIMINATION PROVISION**

1. No employee will be discriminated against by either party because of race, creed, color, religion, sex, national origin, handicap, disabled veteran or veteran of Vietnam era, union affiliation and activity, political affiliation and activity, marital status or age.

ARTICLE XXXIII

**DURATION**

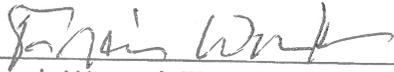
1. This agreement shall be effective from January 1, 2022 through December 31, 2024.
2. By this agreement, this contract and all its provisions shall be extended and remain in full force and effect during any period of negotiations for a successor contract which shall continue beyond the expiration date of this Agreement.
3. Either party to this agreement may serve notice of an intention to modify or change this agreement no sooner than one hundred twenty (120) days prior to the expiration of the contract.

**SIGNATORY PAGE**

IN WITNESS WHEREOF the parties have hereunto placed their signature this \_\_\_\_\_ day of

\_\_\_\_\_.

**FOR THE TOWNSHIP OF NORTH BRUNSWICK:**



Francis Womack III, Mayor



Lisa Russo, Municipal Clerk

**FOR RWDSU LOCAL 108 – BLUE COLLAR:**



Michael Fedele, President



Brent Lane, Vice-President

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

\_\_\_\_\_

**Schedule A – Final (Corrected 2 – 27 – 2019)**

<b>Title</b>	<b>Last Name</b>	<b>2017</b>	<b>New Base</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>Laborer 1</b>	Carey	57,466	61,788	63,024	64,285	65,570	66,882
	Depasquale	57,466	61,788	63,024	64,285	65,570	66,882
	Fabian	50,249	52,559	53,610	54,683	55,776	56,892
	<u>Fedele</u>					<u>35,000</u>	
	<u>Gicherman</u>					<u>35,000</u>	
	<u>Grajales</u>					<u>35,000</u>	
	Javick	31,200	31,750	32,385	33,033	33,693	34,367
	Mayo	31,200	31,750	32,385	33,033	33,693	34,367
	<u>Mercado</u>					<u>35,000</u>	
	Rodriguez				31,200	31,824	32,460
	<u>Rodriguez,</u>					<u>35,000</u>	
	Spagnola				31,200	31,824	32,460
	<u>Tucker</u>					<u>35,000</u>	
Vitanza	57,466	61,788	63,024	64,285	65,570	66,882	
Yanchurak	31,200	31,750	32,385	33,033	33,693	34,367	
Whalen, L	31,200	31,750	32,385	33,033	33,693	34,367	
<b>Truck Driver</b>	Eiras	40,000	40,550	41,361	42,188	43,032	43,893
	Lane	51,819	54,192	55,276	56,381	57,509	58,659
	Lettieri	59,136	63,575	64,847	66,143	67,466	68,816
	Moore	59,137	63,576	64,848	66,145	67,467	68,817
	Vitelli	45,002	46,652	47,586	48,537	49,508	50,498
	Whalen, J	59,136	63,575	64,847	66,143	67,466	68,816
<b>Equipment Operator</b>	Krushinski	62,136	66,785	68,121	69,483	70,873	72,290
	Razzano	62,136	66,785	68,121	69,483	70,873	72,290
<b>Mechanic Trainee</b>	Gianotto	31,200	31,500	32,130	32,773	33,428	34,097
<b>Senior Mechanic</b>	Hand	52,669	53,219	57,496	60,709	61,924	63,162
<b>Sewer Repairer 1</b>	Georgianna	45,000	45,550	46,461	47,390	48,338	49,305
	Reid	39,224	39,774	40,569	41,381	42,208	43,053
	White	53,740	56,189	57,313	58,459	59,629	60,821
<b>Sewer Repairer 2</b>	Bazydlo	51,700	52,500	53,550	54,621	55,713	56,828
<b>Maintenance Worker-</b>	Brown	32,460	33,010	33,671	34,344	35,031	35,732
<b>Grounds 1</b>	Gicherman	32,000	32,550	33,201	33,865	34,542	35,233
	Grammatico	32,460	33,010	33,671	34,344	35,031	35,732
	Prinzivalli	56,971	59,550	60,741	61,956	63,195	64,459
	Remm	47,869	50,083	51,085	52,107	53,149	54,212
	Russo	37,546	38,346	39,113	39,895	40,693	41,507
	Scasserra	56,971	59,550	60,741	61,956	63,195	64,459

## Schedule B – Final Recognized Titles Salary Changes

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. The salary ranges 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 percentages shall be applied to the adjusted salary, with a net hourly rate over \$22.

<b>Title</b>	<b>Through 12/2021</b>	<b>1/2022-12/2024</b>
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 1 (\$25)	\$31,200 - \$67,000	\$52,000 - \$70,000
Truck Driver (\$25)	\$40,000 - \$68,000	\$52,000 - \$80,000

## **SCHEDULE C – OVERTIME**

1. The following provisions apply only for the workers in the Public Works Department.
2. Overtime shall be equalized, on a calendar year basis, to the extent possible in accordance with the following provisions:
  - a. 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.
  - b. 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.
  - c. The only hours to be counted for overtime equalization purposes shall be as follows:
    - i. Actual hours worked
    - ii. 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.
3. The following are examples of what will not be cause for charging an employee as refusing overtime.
  - a. Unavailability because of death in family, vacation, personal day, sick time during regular work hours, and approved occupational injury.
4. 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 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 workday they have reported back in good health.

## **SCHEDULE D**

1. There shall be joint Union management meetings held quarterly. The Union shall notify the Township, in writing, of items to be placed on the agenda. Agenda items may include but shall not be limited to pending grievances.
2. These meetings shall be scheduled minimally as one half-day meeting, during regular working hours.