

**A RESOLUTION OF THE TOWNSHIP OF NORTH BRUNSWICK
RATIFYING A MEMORANDUM OF AGREEMENT
BETWEEN THE TOWNSHIP OF NORTH BRUNSWICK AND
THE NORTH BRUNSWICK SCHOOL CROSSING GUARDS ASSOCIATION,
LOCAL 108 RWDSU/UFCW, AFL, CIO
FOR THE PERIOD OF JANUARY 1, 2022 TO DECEMBER 31, 2025**

WHEREAS, the Township of North Brunswick has previously recognized the collective bargaining unit known as the North Brunswick School Crossing Guards Association, Local 108 RWDSU/UFCW, AFL, CIO; and

WHEREAS, the Parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to the bargaining agreement that expired on December 31, 2021; and


WHEREAS, the Parties have arrived at an agreement on terms and conditions of employment, which are subject to ratification by both Parties.

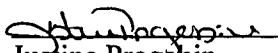
WHEREAS, the Business Administrator representing the Township of North Brunswick and representatives for the Crossing Guard Association have agreed to terms and conditions for a contract from January 1, 2022 to December 31, 2025, as contained in the attached Memorandum of Agreement; and


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 30th day of May 2023, the Township Council of the Township of North Brunswick hereby approves the Memorandum of Agreement with the Crossing Guards Association; and

BE IT FURTHER RESOLVED a copy of this Resolution along with the Executed Agreement shall be forwarded to the North Brunswick School Crossing Guards Association, Local 108 RWDSU/UFCW, AFL, CIO.


Cavell Gallimore
Chief Financial Officer

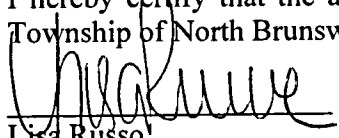

Justine Progebin
Business Administrator


Ronald Gordon, Esq.
Township Attorney
Approved as to Legal Form

RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
HUTCHINSON	A			
GUADAGNINO 2	✓			
ANDREWS	✓			
DAVIS	A			
SOCIO 1	✓			
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 May 30, 2023.


Lisa Russo
Township Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN THE TOWNSHIP OF NORTH BRUNSWICK AND
NORTH BRUNSWICK SCHOOL CROSSING GUARDS ASSOCIATION,
LOCAL 108 RWDSU/UFCW, AFL, CIO**

THIS MEMORANDUM OF AGREEMENT, by and between the TOWNSHIP OF NORTH BRUNSWICK (hereinafter referred to as the “Township”) and the North Brunswick School Crossing Guards Association, Local 108 RWDSU/UFCW, AFL, CIO (hereinafter referred to as the Bargaining Unit”) (and mutually referred to as “Parties”), made and entered into on this _____ day of _____, 2023.

WHEREAS, the Parties above have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract that expired on December 31, 2021; and

WHEREAS, the Parties have arrived at an agreement on terms and conditions of employment, which are subject to ratification by both Parties.

NOW, THEREFORE, and in consideration of the mutual covenant contained herein, the Parties hereinabove referred hereby agree as follows:

1. All parties acknowledge that the terms and conditions are subject to ratification, and that Public Employment Relations Commission (“PERC”) Mediator David N. Gambert retains jurisdiction until ratification by both parties.

2. All parties agree to recommend for ratification the terms and conditions contained herein to their respective constituents.

3. All terms and conditions previously agreed to shall remain settled and incorporated into the new agreement.

4. All other terms and conditions not contained herein shall remain status quo.

5. All other proposals not covered herein made by either party during the course of negotiations have been deemed withdrawn by both parties.

The Articles under the Agreement shall be amended as follows:

ARTICLE III, DUES CHECK OFF

The title of the article shall be amended to "**DUES DEDUCTIONS**" and shall be repealed and replaced as follows:

A. Membership Dues

1. The Township agrees to deduct from the salaries of Association members' dues for membership provided the member has signed and filed an appropriate written authorization as required by law with the designated payroll clerk. Any existing authorization for the payment of dues to an employee organization other than the employee's duly certified majority representative will be terminated.
2. The dues so deducted will be transmitted to the Association's Treasurer, together with a list of the employees included, by the fifteenth of the month following the month in which the deductions were made. The Treasurer of the Association shall certify to the Township the amount of dues and shall notify the Township of any change in the amount of dues to be deducted thirty (30) days prior to the intended effective date of such change.
3. Employee shall be eligible to withdraw such authorization only as of July 1st of each year of the Agreement, provided a notice of withdrawal is filed timely with the responsible payroll clerk.
4. Notice of Dues and Fees: Prior to the beginning of each agreement year, the Association will notify the Township in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for that agreement year.
5. Indemnification: The Association hereby agrees that it will indemnify and hold the Township harmless from any claims, actions or proceedings brought by any employee which arises from deductions made by the Township in accordance with

this provision. The Township shall not be liable to the Association for any retroactive or past due dues, fees or assessments for an employee who was identified by the Township as excluded or confidential.

6. Legal Requirements: Provisions in this clause are further conditioned upon all other requirements set by statute.
7. If, after the Township receives a proper notice from an employee revoking dues authorization, the Township mistakenly deducts union dues from the employee and transmits dues to the Association, the Association shall be solely responsible for returning to the employee the dues it received.

B. Contact Information

Within 10 business days from the date of hire of an employee, the Employer shall provide the following contract information to the Association in a digital format agreed to by the Union: name, job title, worksite location, home address, work telephone numbers, and any home and person cellular telephone numbers on file with the Employer, date of hire, and work email address and any personal email address on file with the Employer. Every 120 calendars days beginning on January 1, 2022, the Employer shall provide the Association the same information for all unit employees in a digital format agreed to by the Union.

ARTICLE VI, HOURS OF WORK shall be amended as follows:

- a. Permanent Guards and substitute Guards shall be paid a minimum of three two (2) hours per day at their regular hourly rates when reporting to work for both the morning and afternoon shift, or one (1) hour per day if reporting to work for either the morning or afternoon shift.
- b. When designated by the Chief of Police, an individual may perform clerical work, and shall receive a minimum of two (2) hours pay at their regular hourly rate per day.
- c. When covered members are assigned to work on Saturdays, Sundays, or Holidays, they shall be compensated for a minimum of three (3) hours work at their regular hourly rates.
- d. All crossing guards shall be paid a two (2) hour minimum salary to attend any mandatory training meetings scheduled by the employer.
- e. Crossing Guards are considered part-time employees. No Employee covered by this agreement

may work more than thirty (30) hours in a work week unless approved in advance by the Chief of Police or his/her designee. Work hours will be determined by the Township at the discretion of the Chief of Police or his/her designee.

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

ARTICLE VII, SCHOOL CLOSING shall be amended as follows:

- a. All covered members assigned to post shall be entitled to one regular day's pay when school is closed for any reason with less than 24-hours' notice (such as snow, bomb scare, state of emergency, etc.) where it had previously been scheduled as a regular school day, or when a previously scheduled school day is converted to a virtual school day. This Article is specifically intended to exclude payment to the employees for scheduled holidays such as Christmas, Easter vacation, and any other regularly scheduled school breaks and summer months.

ARTICLE IX, SUBSTITUTE GUARDS shall be amended as follows:

- a. All substitute guards shall be furnished by the Employer with a vest, I.D. tag, whistle, badge, and rain gear. If and when a substitute guard finally becomes a permanent guard, said guard shall be provided with a full uniform. Note, however, that upon becoming a permanent guard and receiving a full uniform, said guard shall not be entitled to the clothing allowance. It is the intention that all permanent guards, upon appointment, shall initially receive a full uniform.
- b. If the Township shall, in hiring new permanent guards, exhaust the substitute list or if such substitutes shall refuse the permanent position, then the Township shall have the right to hire from outside the group of substitutes.
- c. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Township agrees that no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, assigned, or conveyed in whole or in part to any other corporation, person or employee of another collective bargaining agreement without consent of the Union

unless otherwise provided in this Agreement with the following EXCEPTION: the parties agree that the Township shall have the following rights:

1. If the minimum number of Crossing Guards are not available, the Township shall have the ability to assign individuals to serve as substitute School Crossing Guards that may be requested to fill a post(s) that the bargaining unit is unable to cover.
2. Individuals assigned as a Substitute Crossing Guard shall not be eligible for benefits as provided in this Agreement. They shall be compensated in accordance with their collective bargaining agreement or other employee agreement. Individuals not covered by this collective bargaining agreement, must meet all regular eligibility requirements for bargaining unit.
3. Posts may be reassigned to provide adequate coverage by individuals not covered by this collective bargaining agreement.

ARTICLE XI, WAGES shall be amended as follows:

- A. Permanent Crossing Guards and/or Substitute Crossing Guards covered under this Agreement shall receive the contracted hourly rate of \$22.00, beginning June 1, 2023 and contingent upon the passage of this contract by the Council.

ARTICLE XII, UNIFORM ALLOWANCE shall be amended as follows:

- a. Crossing Guards will continue to replace and maintain their uniform. Any guard that does not maintain a proper uniform may be subject to discipline. The Township shall be responsible for the replacement of safety equipment. Additionally, the Township shall supply a surplus of the following equipment: vests, whistles, rain gear, jackets, gloves and stop paddles.

ARTICLE XIV, SICK LEAVE AND HOLIDAYS shall be amended to include the following under Paragraph b.

- b. For Permanent Guards, they shall be entitled to a minimum of fourteen (14) paid holidays per annum, as set forth below:
 1. Columbus Day
 2. Election Day
 3. Veteran's Day
 4. Thanksgiving Day

5. Friday after Thanksgiving
6. Christmas Day
7. New Year's Day
8. Dr. Martin Luther King's Birthday
9. Washington's Birthday
10. Good Friday
11. Memorial Day
12. Two (2) days for Teachers Convention
13. Labor Day (when the Academic Year begins for students prior to Labor Day Monday)

ARTICLE XXVI, TERM shall be amended as follows:

- a. The Term of this Agreement shall be for a period of four (4) years commencing January 1, 2022 and terminating December 31, 2025.

ARTICLE XX, HEALTH BENEFITS shall be amended as follows:

- a. Only permanent Crossing Guards hired prior to July 1, 1998, shall be eligible for medical, dental and prescription coverage under the Township's health care plan.
 - i. Effective January 1, 2023, the Township shall be responsible to pay any premium cost above \$2,500 for employees with spouse or dependent coverage and any premium cost above \$1,250 for employees with single coverage. The Township shall not be responsible for any premiums retroactively for the calendar year of 2022.

The following Articles shall be included in their entirety.

ARTICLE XXXVII

FIT FOR DUTY

Crossing Guards may be required to pass an annual fitness-for-duty examination at the Employer's designated medical facility as a condition of continued employment upon recommendation by the Chief of Police or a designee.

ARTICLE XXXVIII

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or of compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been restrained, shall not be effected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restricted as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Employer for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions in this contract to the contrary.

TOWNSHIP OF NORTH BRUNSWICK

Francis "Mac" Womack III, Mayor

Date

**NORTH BRUNSWICK SCHOOL CROSSING GUARDS ASSOCIATION LOCAL 108
RWDSU/UFCW AFL-CIO**

Dorothy Caruso

Date

Margaret Reville

Date

Lisa Marmurczak

Date

Jasper Parnell, Business Agent

Date