



COLLECTIVE BARGAINING AGREEMENT

between

THE TOWNSHIP OF NORTH BRUNSWICK

and

THE AMERICAN FEDERATION OF STATE, COUNTY, & MUNICIPAL
EMPLOYEES COUNCIL 63

AFL-CIO Local 3834 Supervisory Employees –Township of North Brunswick

January 1, 2025 – December 31, 2026

PREAMBLE

This Agreement is entered in to by the Township of North Brunswick, a municipal government in the County of Middlesex (hereinafter "Employer" or "Township") and the AFSCME Local 3834, AFL-CIO (herein after referred to as the "Union"), representing certain Township employees (hereinafter "member") as provided herein.

TABLE OF CONTENTS

Article	Description	Page
I	RECOGNITION & NON-DISCRIMINATION	4
II	HOURS OF WORK AND OVERTIME	4
III	PAY PERIODS	6
IV	WORK ASSIGNMENTS	6
V	WAGES AND OTHER COMPENSATION	6
VI	UNIFORM ALLOWANCE	6
VII	ON-CALL	7
VIII	HOSPITALIZATION AND WELFARE BENEFITS	8
IX	SICK LEAVE	11
X	DISABILITY COMPENSATION	12
XI	PERSONAL LEAVE	13
XII	BEREAVEMENT LEAVE	13
XIII	VACATION LEAVE	13
XIV	HOLIDAYS	16
XV	MILITARY DUTY	16
XVI	JURY DUTY	16
XVII	MANAGEMENT RIGHTS	17
XVIII	NO STRIKE	17
XIX	DISCIPLINE	17
XX	GRIEVANCE PROCEDURE	18
XXI	SENIORITY	20
XXII	LAYOFFS AND TERMINATION	21
XXIII	UNION SECURITY	21
XXIV	DUES DEDUCTION	22
XXV	BULLETIN BOARD SPACE	23
XXVI	MAINTENANCE OF BENEFITS	23
XXVII	FULLY BARGAINED PROVISIONS	24
XXVIII	SAVINGS CLAUSE	24
XXIX	PERSONNEL FILE	24
XXX	HEALTH AND SAFETY	24
XXXI	POSTING	25
XXXII	NEW POSITIONS	26
XXXIII	NON-DISCRIMINATION PROVISION	26
XXXIV	DURATION	26
	SIGNATORY PAGE	27
	APPENDIX A – SALARY RANGES	28

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 full-time members in the job titles set forth below:
 - a. Supervisor Public Works
 - b. Assistant Supervisor Public Works
 - c. Maintenance Supervisor Grounds
 - d. Maintenance Worker 3 – Grounds
 - e. Supervising Mechanic
 - f. Supervisor Building Services
 - g. Supervising Pump Station Operator/Supervisor Sewer Maintenance
 - h. Sewer Repairer Supervisor
 - i. Assistant Supervising Mechanic
 - j. Assistant Maintenance Supervisor
2. This agreement shall be binding upon the parties hereto and their successors, as permitted by law.
3. As a means of fostering good employment relations through communication between the parties, the Township and the Union shall meet as needed and as mutually agreed upon for the purpose of reviewing the administration of the Agreement and to discuss matters of general interest.

ARTICLE II
HOURS OF WORK AND OVERTIME

1. The work week shall be defined as follows:
 - a. For all members, Monday through Friday shall be forty (40) hours per week, consisting of eight (8) hours per day, exclusive of meal breaks. The start of the workday may vary by division and season, as work warrants.
2. Overtime shall be paid as follows:
 - a. For the period of this agreement, January 1, 2025 – December 31, 2026 the following provisions shall apply: In the event a member is called back and physically reports to work after the end of his/her regular workday or before the start of his/her workday, the member shall be entitled to a minimum of two (2) hours of pay at the overtime rate. The member shall work a minimum of one (1) hour.

This provision shall not apply to a directive to report early for a normal workday not any planned overtime where the member is given notice of the overtime prior to the end of a regular shift, in which case the member shall be eligible for overtime pay for time worked. Call back for overtime must be initiated by the Director or his designee, a Superintendent, the Business Administrator or Office of Emergency Management Coordinator.

- b. From Monday to Friday, when there is a break in time between a member's regular workday, as defined in Paragraph 1a above, and an overtime period of work, one and one-half (1.5) times the regular hourly rate of pay for time worked beyond the regular workday.
 - c. From Monday to Friday, when there is no break in time before or after a member's regular work day and their overtime period of work, the member shall be compensated at the regularly 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.
 - d. One and one-half (1.5) times the regular hourly rate of pay for all work performed on Saturday in excess of the normally scheduled work week as defined in Paragraph 1a above, up to and including twelve (12) hours of work or until midnight on Saturday night. Double times (2x) the regular hourly rate will apply for all hours thereafter until the member is dismissed or clocks out.
 - e. Double times (2x) the regular hourly rate of pay for all work performed on Sunday in excess of the normally scheduled work week as defined in Paragraph 1a above.
 - f. Double times (2x) the regular hourly rate of pay for all work performed on any Holiday, not including holiday paid as part of regular pay.
- 3. All members in the bargaining unit shall have from thirty minutes up to one-hour unpaid lunch during the work week, taken as work permits.
 - 4. Each member in the bargaining unit shall be entitled to one fifteen (15) minute break in the first four (4) hours of the workday, and one fifteen (15) minute break in the second four (4) hours of the workday. The scheduling of breaks may be altered by the member's supervisor as the needs of the work require. In the event of an emergency necessitating that the members to work through their normal break times, no additional compensation shall be payable. The practice of requiring members to work during their breaks in an emergency shall not be abused by the employer.
 - 5. During all overtime hours of work, the member shall be entitled to one fifteen (15) minute break for each four (4) hour segment of work. The scheduling of the break shall be at the discretion of the member's supervisor, who shall make every effort to schedule the break at the end of the first two (2) hours of work. The member's supervisor shall determine whether the work shall continue and/or when work shall cease.

ARTICLE III
PAY PERIODS

1. Management reserves the right to adjust the Pay Periods cycle beginning January of 2022 to go from biweekly to a 24-pay cycle (15th and 30th of each month with the exception of holidays).

ARTICLE IV
WORK ASSIGNMENTS

In the event of an extended absence of an employee, a member of the department may be designated in writing by the Department Head to temporarily assume the responsibilities of a higher classification (out-of-title work).

If the duration of such assignment exceeds ten (10) consecutive workdays, the designated employee shall be compensated an additional \$5.00 per hour for the time worked in the higher classification beyond the initial ten (10) workdays.

The Department Head must ensure proper documentation of the assignment, including its start date, expected duration, and the employee's acceptance of the temporary designation. This provision does not apply to routine coverage or incidental assignments of duties within the scope of the employee's existing classification.

ARTICLE V
WAGES AND OTHER COMPENSATION

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

Effective Date	Salary Increase
1/1/2025	3.5%
1/1/2026	3.5%

ARTICLE VI
UNIFORM ALLOWANCE

1. Members shall be in uniform while on duty.
2. For any new members appointed after execution of this Agreement, the Township shall provide each member with their initial uniform. Thereafter, each member shall replace items of the uniform as needed, at the member's expense.
3. After consultation with the Union, the standard uniform may be modified at the discretion of the Department Director and newly added or modified uniform items will be initially purchased by the Township.

4. Rain boots, rain gear, gloves, and safety equipment shall be provided by the Township.
5. The standard uniform shall consist of:
 - a. Short or long-sleeved shirts;
 - b. Sweatshirt;
 - c. Cold weather coat;
 - d. Work boots with toe protection.
6. Members shall receive an annual uniform allowance paid in the existing method prior to the date of execution of this Agreement. Upon execution of the Agreement, the uniform allowance shall be paid as follows:
 - a. Members shall receive the \$1,700.00 uniform allowance in January of each year with the exception of 6.b. which addresses situations of proration. The proration will only apply to first year of hire, not the year of separation OR retirement.
 - b. If a member starts working in their position during a calendar year or separates from work during a calendar year, he/she shall be paid for the proportionate share of their uniform allowance due as of July 1 or December 31, as the circumstances apply. The proration will only apply to first year of hire, not the year of separation OR retirement.
7. If a member reports to work without being in proper uniform, he/she may be subject to discipline.

ARTICLE VII

ON-CALL

1. Effective upon the date this Agreement is executed, each member who is currently designated by their Director to be "on-call" shall be expected to be "on-call" and available to answer and respond by phone to work issues after the regular workday and respond to work, if the situation warrants. Each member designated by his/her Director to be "on-call" shall remain "on-call" for the duration of this Agreement or until a new Agreement is executed, whichever is longer.
2. The Township hereby agrees the designation of "On Call" as outlined shall be reserved for members of the collective bargaining unit. More specifically, persons in the role of manager, superintendent or Director shall not be designated on call where otherwise an AFSCME member would be designated.
3. Members shall be reimbursed \$84.00 per month for use of their personal cell phone with a data plan or may request a Township issued cell phone. Use shall be subject to the Township cell phone policies and articles covered under New Jersey Open Public Records Act. Employees who are on an approved leave of absence will not be eligible for reimbursement for the

month(s) not reporting to work. Payment shall be processed quarterly under a voucher system. Current Policy shall be incorporated on the attached Exhibit.

ARTICLE VIII
HOSPITALIZATION AND WELFARE BENEFITS

1. Employee contribution to medical and prescription premium costs. Pursuant to Chapter 78, Laws of 2011, the following contribution rates will be deducted from employee's annual base pay toward the employee's selected medical and prescription health care plan:

***Note: Below is the table provided by the State of New Jersey, and comes directly from Chapter 78 Laws of 2011. The table cannot be modified except by further state law and will remain in effect during the length of this contract.**

Salary Range	Single Coverage	Parent/Child or Emp/Sp/Prtmr Coverage	Family Coverage
Less than 20,000	<u>4.5%</u>	<u>3.5%</u>	<u>3.0%</u>
20,000 - 24,999.99	<u>5.5%</u>	<u>3.5%</u>	<u>3.0%</u>
25,000 - 29,999.99	<u>7.5%</u>	<u>4.5%</u>	<u>4.0%</u>
30,000 - 34,999.99	<u>10.0%</u>	<u>6.0%</u>	<u>5.0%</u>
35,000 - 39,999.99	<u>11.0%</u>	<u>7.0%</u>	<u>6.0%</u>
40,000 - 44,999.99	<u>12.0%</u>	<u>8.0%</u>	<u>7.0%</u>
45,000 - 49,999.99	<u>14.0%</u>	<u>10.0%</u>	<u>9.0%</u>
50,000 - 54,999.99	<u>20.0%</u>	<u>15.0%</u>	<u>12.0%</u>
55,000 - 59,999.99	<u>23.0%</u>	<u>17.0%</u>	<u>14.0%</u>
60,000 - 64,999.99	<u>27.0%</u>	<u>21.0%</u>	<u>17.0%</u>
65,000 - 69,999.99	<u>29.0%</u>	<u>23.0%</u>	<u>19.0%</u>
70,000 - 74,999.99	<u>32.0%</u>	<u>26.0%</u>	<u>22.0%</u>
75,000 - 79,999.99	<u>33.0%</u>	<u>27.0%</u>	<u>23.0%</u>
80,000 - 84,999.99	<u>34.0%</u>	<u>28.0%</u>	<u>24.0%</u>
85,000 - 89,999.99	<u>34.0%</u>	<u>30.0%</u>	<u>26.0%</u>
90,000 - 94,999.99	<u>34.0%</u>	<u>30.0%</u>	<u>28.0%</u>
95,000 - 99,999.99	<u>35.0%</u>	<u>30.0%</u>	<u>29.0%</u>
100,000 - 109,999.99	<u>35.0%</u>	<u>35.0%</u>	<u>32.0%</u>
110,000 and over	<u>35.0%</u>	<u>35.0%</u>	<u>35.0%</u>

These percentage contribution rates shall remain in effect through December 31, 2026, 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.

2. **Method of contribution.** This contribution cited in paragraph a. 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 will result in discontinuance of coverage.
3. **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 percentage shown, while the employee remains in the High Deductible Plan. For active employees who enroll and remain in a High Deductible Plan, the Township will also offer a Health Savings Account (HSA) 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 or as provided by Federal Law in the future, toward eligible medical expenses as also determined by Federal Law. The maximum amounts and use of the Health Savings Account will be as permitted under Federal Law.
4. **RETIREMENT HEALTH BENEFITS**
 - a. 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.
 - b. For Members that 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 of employment with the Township. at which time Township contributions toward retirement health benefits will cease.
 - c. The Township shall not contribute towards any continued dependent coverage once the retired employee is no longer eligible to participate under the SHBP.
 - d. For current AFSCME Members as of as of October 1, 2021, the existing with regards to premium contribution language shall remain the same: the Township agrees to pay 85% of the costs of the enrolled healthcare plan premium, with the retired employee being responsible for paying the remaining 15% of the plan premium.
 - e. For employees that become AFSCME Members after October 1, 2021, the following provisions apply:

- i. An employee shall be required to pay a percentage of the premium for the plan they selected, based on their annual pension allowance per the schedule.
- f. The Township shall contribute towards benefits to a retired employee and their eligible dependents, until the retired employee is no longer eligible to participate under the SHBP due to the employee's Medicare eligibility, approval of a Social Security Disability, is deceased or any other scenario where coverage is terminated under SHBP guidelines, at which time Township contributions toward retirement health benefits will cease.

Annual Retirement Allowance Range	Single Coverage	Parent/Child or Emp/Sp/Prtnr Coverage	Family Coverage
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%

5. The Township shall provide a dental plan(s) which shall be substantially the same as the plan currently provided.
 - a. The Township shall contribute \$600.00 annually (prorated for any portion of the year worked) towards the premium for a Township-offered health plan if selected by the employee. Employees who elect not to participate in a Township-offered plan shall not be entitled to any payment or contribution in lieu of coverage.
 - b. The member share of the dental plan cost shall be deducted from their regular pay.
 - c. 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, must directly pre-pay the Township on a monthly basis in advance. Failure to make timely payment will result in discontinuance of coverage.
6. Under N.J.S.A. 43:15A-43, the New Jersey Public Employees' Retirement System (PERS), in the event a member of the bargaining unit is killed or dies as a direct result of performing their assigned duties, the Township shall provide surviving dependents for continued health insurance benefits, maintaining the plan under which the member was covered. These benefits shall continue until the surviving partner remarries or attains the age of Medicare eligibility, whichever occurs first.

Additionally, the member's legal dependents covered at the time of death shall be provided with full health, prescription, and dental benefits until they reach the age of 26, in accordance with federal and state law, or until they become otherwise ineligible for coverage under the terms of the applicable Plan, whichever occurs later.

7. In the event a member of the bargaining unit is killed or dies while off duty, then full health, prescription, and dental benefits shall be paid by the Township, either as part of regular coverage or via COBRA payment for member's legal dependents for a period of four (4) months from the date of death. The Legal spouse, domestic or civil union partner and other legal dependents may purchase their own coverage via COBRA for the remaining period of three (3) years, beginning from the date of death.

ARTICLE IX

SICK LEAVE

1. **Sick Leave.** Sick Leave shall be granted to employees when they are unable to perform their work by reason of personal illness, injury, or exposure to a contagious disease. Sick leave will also be granted by the Township for each member to be used for family illness, defined as a serious illness or injury of an immediate family member when the member's assistance is directly required.
2. **Sick Leave Allowance.** The Township shall provide paid sick leave on the basis on one (1) day's leave for each month of employment during the first or portion of the first calendar year of employment. Upon completion of the first calendar year of work, a member shall be granted

15 sick leave days, which is tracked in hours. The annual Sick leave allowance shall be credited on January 1 of each in anticipation that a member will complete a full year's work; however, if a member separates prior to the end of the calendar year, sick leave allowance shall be prorated to the actual portion of the year worked. Unused sick leave may be accumulated from year to year by the member without limitation and may be used in the future as needed. Sick leave must be utilized in thirty (30) minute minimum increments.

3. **Reporting.** Members shall notify their Department Director or his/her designee, as early as possible, but not later than one-half (1/2) hour prior to the start of work to report and use sick leave.
4. No member shall be permitted to work if their condition endangers their own health and well-being or that of other employees. If a member's condition raises concerns, they may be directed to the Township physician to determine their fitness for duty. Employees who use sick leave during any portion of their regularly scheduled shift are prohibited from working overtime on the same calendar day.
5. The Township may require medical documentation to substantiate sick leave from a member whenever a member is absent for 5 or more consecutive workdays.
6. After 5 or more consecutive days of sick leave, the Township may require a member to be examined by a Township physician before returning to work.
7. SICK LEAVE USAGE
 - a. Beginning in 2025, members with more than thirty (30) days of accrued sick leave at the end of any calendar year may convert up to a maximum of five (5) sick days earned during that year into additional vacation days the following calendar year.

Usage: Converted days must be utilized as vacation time within the following calendar year.

Sell-Back Option: Alternatively, members may elect to sell back the converted days under the Township's vacation sell-back program, subject to program guidelines. Sell back will be at their current rate of pay as of December 31st of the year earned.

- 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 15 and 30 days of accrued sick time, they may sell convert up to a maximum of 5 days into additional vacation days per section a.
 - c. In the event that one of the holidays enumerated herein occurs while a member is on sick leave, no charge therefore will be made against the accrued balance of the employee's account.
 - d. **Retirement.** Upon separation due only to retirement, members shall be paid 33% of a member's daily wages for all unused sick days, capped at \$15,000.

ARTICLE X
DISABILITY COMPENSATION

1. The Township agrees to continue the salary of members 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 XI
PERSONAL LEAVE

1. Personal Leave: Members shall be entitled to three (3) days for Personal Leaves of Absence in each calendar year. Leave may only be taken in hourly increments. Members must submit a written request to their Department head or designee to use Personal Leave at least 24 hours in advance of the requested leave or, in the event of an emergency, at the Director's discretion. Unused Personal Leave may not accumulate from year to year.

ARTICLE XII
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, step grandchildren, 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 to 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-in-law 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 XIII
VACATION LEAVE

1. The following vacation schedule shall remain in effect for the term of this Agreement.
2. For current employees as of 12/31/2008:

Length of full-time service to the Township	Vacation Allowed
Less than one (1) year	One (1) day for each completed month of service
One (1) year but less than Five (5) years	Thirteen (13) days
Five (5) years but less than Ten (10) years	Sixteen (16) days
Ten (10) years or more	Twenty-one (21) days plus one (1) additional day for each two (2) years

3. For employees hired on or after 1/1/2009:

Length of full-time service to the Township	Vacation Allowed
Less than one (1) year	One (1) day for each completed month of service
One (1) year but less than Five (5) years	Thirteen (13) days
Five (5) years but less than Ten (10) years	Fourteen (14) days
Ten (10) years but less than fifteen (15) years	Fifteen (15) days
Fifteen (15) years but less than twenty (20) years	Seventeen (17) days
Twenty or more years of service	Twenty (20) days

4. Employees that become AFSCME members after October 1, 2021, shall receive vacation leave in accordance with the following schedule:
 - a. Up to the first calendar year of employment or portion thereof, the member shall receive one day of vacation leave for each complete month of service up to and including December 31st within that first calendar year. Thereafter, on January 1st of each year the member shall be granted the following vacation days based upon each completed calendar year.

Length of full-time service to the Township	Vacation Allowed
One (1) year but less than Five (5) years	Thirteen (13) days
Five (5) years but less than Ten (10) years	Sixteen (16) days
Ten (10) years	Twenty-one (21) days

Eleven (11) or more years of service	Twenty-one (21) days, plus one (1) additional day for each 2 years of service, after year 10, capped at 25 days
--------------------------------------	---

5. The following provisions shall also apply to vacation leave time:

- a. 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 days.
- b. Time shall be granted and taken in hours based on an employee's regular workday.
- c. Time used must be approved in advance by the Director in accordance with process outlined within the Current Employee Handbook.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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 on 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 at the current rate of pay.

6. The vacation period shall begin on January 1st of each calendar year. Unused vacation leave earned in one calendar year may only be carried to the end of the next succeeding year, at which time such unused leave will be forfeited.
7. Vacation shall be scheduled around work responsibilities. Each member must submit a written request for two or more consecutive vacation days at least 3 days in advance of the requested vacation to their Department head or designee. Department heads shall act reasonably in

response to vacation requests but may deny requests if work conditions necessitate the member's presence at work.

8. In the calendar year that a member separates employment with the Township through resignation, termination, retirement, or other cause, the member shall be paid for unused vacation accumulated from the prior calendar year plus their prorated leave accumulated in the current calendar year as of the date of separation. The dollar value of any vacation leave taken prior to the date of separation which is in excess of the accumulated and prorated leave, shall be deducted from the employee's final compensation.
9. Members shall not be required to work on any day which is a vacation day.

ARTICLE XIV

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 XV

MILITARY DUTY

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

ARTICLE XVI

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 often (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.
2. The provisions of this Article do not apply when an Employee voluntarily seeks jury duty service.

ARTICLE XVII
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 XVIII
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 XIX

DISCIPLINE

1. There shall be no discipline or discharge without just cause.
2. Prior to the issuance of minor or major discipline, the supervisor of a member may choose to issue verbal and/or written warnings to a member in an effort to correct behavior, to curb inappropriate action, or to motivate appropriate action. Such verbal or written warning, if reduced to writing, should specify the reason for the warning and may be filed in a member's personnel file and will remain in the personnel file for six months. If there is no repetition of the behavior, action, or inaction by a member within six months from the date of issuance of the warning, the written record of the warning shall be removed from a member's personnel file. If there is a repetition, the written record shall remain in the personnel file of the member.
3. The Township shall take no final disciplinary action against any member without:
 - a. written charges and specification
 - b. a hearing, if requested in writing, on said charges
 - c. the member's right to representation
 - d. the member's rights, pursuant to New Jersey Civil Service Commission regulations.
4. No hearing shall be held sooner than five (5) days after the service of written charges and specifications referred to in section 2 (a) above, unless immediate action is warranted pursuant to NJ CIVIL SERVICE COMMISSION regulations.
5. The Union shall be provided with a copy of all disciplinary charges and specifications referred to in section 3 above.

ARTICLE XX

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 members 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/or the Union grievance committee. The grievance committee shall be made up of the following:
 - a. Union President or designee
 - b. Representative of AFSCME Council 73/Local 3834
5. The following constitutes the sole and exclusive method of resolving Grievances between the parties covered by this Agreement:
 - a. **STEP 1.**
 - i. The grievance 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 calendar days after he/she would reasonably be expected to know of its occurrence.
 - ii. If the grievance is satisfactorily resolved, there is no need to put the grievance in writing.
 - b. **STEP 2.**
 - i. In the event the grievance has not been resolved at STEP 1, the Union and only the Union, may file the written grievance 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.
 - ii. The Township Administrator or designee shall schedule a meeting to discuss the grievance. This meeting shall take place within ten (10) working days of 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, the grievant and appropriate witnesses.
 - iii. 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 memorandum of understanding shall be prepared and signed by the parties within ten (10) working days of the date of the meeting.
 - iv. Where no satisfactory resolution of the grievance is reached at the STEP 2 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.**

i. 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:

1. The request for arbitration must be filed in writing with the Public Employment Relations Commission no later than forty-five (45) calendar days after receipt of the response or expiration of the time to respond at STEP 2.
2. Nothing in this agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent a member before Office of Administrative Law (OAL). 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.
3. Where the grievance arises from facts which could permit the individual grievant to appeal to the NJ Civil Service Commission, this procedure shall be optional. If any appeal is filed with the NJ Civil Service Commission, the processing of the grievance shall cease and the grievance withdrawn and, if necessary, the matter withdrawn from arbitration.
4. No arbitration hearing shall be scheduled until such time as the time limits or appeal to the Civil Service Commission has expired, usually no later than twenty (20) days from the date of action complained of.
5. Once the grievant makes 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.
6. Permanent arbitrators may be selected by agreement between the parties within thirty (30) working days following the execution of this agreement.
7. The arbitrator shall issue a decision no later than thirty (30) days from the date of the closing of hearings or, if oral hearings have been waived, 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:
 - a. contrary to, or inconsistent with modifying or varying in any way, the terms of this Agreement or of applicable law or rules and/or regulations having the force and effect of law.

- b. limiting or interfering with any of the powers, duties and responsibilities of the Township under applicable law and/or rules and regulations having the force and effect of law.
- 8. 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.
- 9. The parties may mutually agree in writing to extend any time limit at any step of the procedure.

ARTICLE XXI

SENIORITY

- 1. Seniority is defined pursuant to NJ Civil Service Commission regulations.
- 2. A member shall cease to have seniority rights by:
 - a. Voluntarily quitting.
 - b. Justifiable discharge.
 - c. Absence without approved leave for more than five (5) days, unless the member provides a reasonable excuse acceptable to the member's Department Director and Township Administrator.
- 3. The Township shall provide the Union with a Seniority List.
- 4. Seniority shall be applied for the following purpose, in addition to those under the NJ Civil Service Commission Rules and Regulations:
 - a. Priority selection of vacations.

ARTICLE XXII

LAYOFFS AND TERMINATIONS

- 1. No member shall be laid off from his/her position for any reason other than is permitted by NJ Civil Service Commission regulations.
- 2. In the event a reduction in force is necessary in any area or department, the Township will follow NJ civil Service Commission regulations in placing affected members in available openings in the same are for department or another area or department.
- 3. At the time of layoff, members shall be paid all vacation and personal leave earned and not taken.
- 4. In the reduction or restoration of the working force, the rule to be followed shall be in accordance with NJ Civil Service Commission Rules and regulations.

ARTICLE XXIII
UNION SECURITY

1. Pursuant to law, the Township agrees that every member 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 member in the enjoyment of any rights conferred by any laws of the State of New Jersey and the United States of America.
3. It is agreed that at the time of hiring, the Township will deliver to each new member a copy of this Agreement and a packet of materials to be supplied by the Union.
4. Representatives of AFSCME Council 73, who are not members of the Township, shall be admitted on the premises of the Employer to conduct union business. Requests for such visits shall be by mutual consent with the Township and shall include the purpose of the visit, proposed time and date and specific work areas involved. Permission for such visits shall not be unreasonably withheld. Duly authorized representatives shall have the right to consult with members before the workday starts, during lunch or breaks, or after the workday. The Township shall designate appropriate facilities for such meetings.
5. Duly authorized Union Officials shall be granted a reasonable amount of time during the workweek, without loss of pay, to conduct union business if an emergency situation arises concerning Union business, he/she shall request permission from his/her immediate supervisor to leave his/her post before any action is taken and such permission shall not be unreasonably withheld. Such time shall be noted on the member's timesheet.
6. Members of this local shall be permitted to take up to ten days off with pay to attend AFSCME training, conferences and conventions. Such time off shall not be granted unless a written request is made to the member's Department Director no later than five (5) days prior to the scheduled training seminar or conference. All expenses for attendance at such conferences or training shall be borne by the member.

ARTICLE XXIV
DUES DEDUCTION

1. Dues Deduction

The Township agrees to deduct from the salaries of employees' subject to this Agreement, dues for AFSCME Local 3834. 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. The Township shall transmit the deducted dues to the Union on a bi-weekly basis.

2. Authorization for Dues Deduction

A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Chief Financial Officer or Personnel Officer. Deductions will begin in the month following the submission of the authorization card to the Township.

3. Changes in Dues

If there is any change in the rate of Union dues during the term of this Agreement, the Union shall provide written notice to the Township thirty (30) days prior to the effective date of the change. The Union shall also furnish either:

1. New authorization forms signed by employees indicating the updated dues amount, or
2. An official notification on the Union's letterhead, signed by the Business Agent or designated Shop Steward (President), advising of the change.

4. Provision of Check-Off Authorization Forms

The Union will supply the necessary "check-off authorization" forms and secure the signatures of its members. The signed forms shall then be delivered to the Township Personnel Officer or Chief Financial Officer for processing.

5. Duration and Withdrawal of Authorization

The authorization for dues deduction shall remain in full force and effect throughout an employee's tenure unless properly withdrawn. To withdraw authorization, an employee must submit a written request to the Township Chief Financial Officer within ten (10) days following the employee's anniversary date of hire. The Township shall notify the Union of the withdrawal request within five (5) business days. The withdrawal will take effect 30 days after the anniversary date of employment.

6. Voluntary Fair Share Fee

Employees who elect not to join the Union may voluntarily pay a fair share representation fee. The provisions related to fair share fees shall be applied in accordance with the U.S. Supreme Court decision in *Janus v. AFSCME, Council 31* (2018) and the New Jersey Workplace Democracy Enhancement Act. The Township agrees to deduct any voluntary fair share fees from an employee's earnings and transmit them to the Union account(s).

7. Indemnification

The Union shall indemnify, defend, and hold harmless the Township against any and all claims, demands, suits, or other forms of liability arising from the Township's reliance on salary deduction authorization cards, fair share assessments, or official Union notifications.

8. Workplace Democracy Enhancement Act

The Workplace Democracy Enhancement Act (WDEA) requires public employers to report new hires to the appropriate Labor Union that represents the bargaining unit within 10 days of hire. Additionally, every 120 days, public employers must provide a full roster of all employees in the bargaining unit

ARTICLE XXV
BULLETIN BOARD SPACE

1. The Township shall provide a bulletin board for use by the Union to enable members 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 Union President and shall relate to Union affairs.
2. No political campaign literature or defamatory material shall be posted.

ARTICLE XXVI
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 that are beneficial to all members.

ARTICLE XXVII
FULLY BARGAINED PROVISIONS

1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues that 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 XXVIII
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 XXIX
PERSONNEL FILE

1. There shall be one personnel file for each member.
2. The member shall have the right to examine the file on written request to the Department Director or their designee.
3. The member may examine the file during normal business hours, provided that the number of members who request said examination at any one time shall not unduly interfere with normal operations and in no event shall any member be refused for longer than one working day. The member may have a Union representative present at such examination.
4. The member shall be entitled to a copy of the file in the event of formal disciplinary charges.

5. No formal disciplinary action notice or other document which might be in a disciplinary hearing may be placed in the file unless the member was provided with a copy prior to being placed in the file.
6. The member shall have the right to place in the file a written rebuttal to any document in the file.

ARTICLE XXX

HEALTH AND SAFETY

1. Any issues that the Union deems to be health and safety problems will be communicated to the appropriate Department Director and 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 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 Union President of any proposed measurement of member exposure to any potentially dangerous condition and/or toxic substances to which members are exposed together with relevant data sheets if any.
5. The Union initiates a grievance under this Article at STEP 2 of the Grievance Procedure.
6. No members shall be required to operate equipment, drive or be driven in a vehicle, which is unsafe. Members shall notify their Director or their designee of any signs of unsafe vehicle conditions so the condition can be investigated and corrected, if warranted.
7. Members engaged in sanding operations shall notify and meet other on-duty personnel to stand by and assist them when the member needs to inspect and/or clear the sanding apparatus.

ARTICLE XXXI

POSTING

1. All announced hiring opportunities for positions covered by this Agreement shall be posted on bulletin boards for a period of seven (7) working days. The posting shall include:
 - a. The NJ Civil Service Commission description of the job;
 - b. Location of the job;
 - c. Salary range of the job.
2. A copy of the posting will be given to the Union President.

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

ARTICLE XXXII

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 filing 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 this Union.
4. Such negotiations shall take place within five (5) business days of the Union's request.
5. The terms and conditions of the position shall be the subject to the terms of this Agreement.

ARTICLE XXXIII

NON-DISCRIMINATION PROVISION

No employee or member of the public shall be discriminated against by either party on the basis of race, creed, color, religion, sex, gender identity or expression, sexual orientation, national origin, disability, marital status, age, pregnancy, genetic information, veteran status, Union affiliation, or participation in lawful Union activities.

Both parties affirm their commitment to fostering a workplace and public environment that promotes equal opportunity, respect, and inclusion for all individuals, consistent with applicable federal, state, and local anti-discrimination laws.

ARTICLE XXXIV

DURATION

1. This agreement shall be effective, retroactive to January 1, 2025 and through December 31, 2026.
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 "Mac" Womack III, Mayor

Lisa Russo, Municipal Clerk

FOR AFSCME Council:

Mark LaMonica, Local Union President

4-2-2025

Date

Alice Weisman, Staff Rep. – AFSCME Local 63

4/2/2025

Date

Council Action: _____

Date: _____

Resolution No. _____

Appendix A – Salary Ranges

Salary Ranges for pensionable salary shall be no greater than \$20,000 between the minimum and the maximum in a particular range. Negotiated ranges shall be used as a guide for management in determination and placement of all employees who work within the union titles. The Salary Ranges shall be listed as follows:

Title	1/2021-12/2024	1/2025 – 12/2026
Supervisor Public Works	\$90,000 - \$110,000	\$99,000 - \$119,000
Assistant Supervisor Public Works	\$80,000 - \$90,000	\$82,000 - \$99,000
Assistant Maintenance Supervisor	\$80,000 - \$90,000	\$82,000 - \$99,000
Maintenance Supervisor Grounds	\$90,000 - \$110,000	\$99,000 - \$119,000
Maintenance Worker 3 – Grounds	\$80,000 - \$90,000	\$82,000 - \$99,000
Supervising Mechanic	\$85,000 - \$95,000	\$90,000 - \$103,000
Assistant Supervising Mechanic	\$80,000 - \$90,000	\$82,000 - \$99,000
Supervisor Building Services	\$90,000 - \$110,000	\$99,000 - \$119,000
Supervising Pump Station Operator/ Supervisor Sewer Maintenance	\$85,000 - \$95,000	\$90,000 - \$103,000
Sewer Repairer Supervisor	\$85,000 - \$95,000	\$90,000 - \$103,000