



Memorandum of Agreement

Date: March 20, 2025

To: Michael Fedele, President – RWDSU-Local 108

From: Justine Progebin, Business Administrator

CC: Francis Womack, III - Mayor

Arlene Q. Perez, Esq. - Municipal Labor Counsel

Samantha Sickles, Personnel Officer

Re: RWDSU-Local 108: Proposed Collective Bargaining Agreement January 1, 2025 – December 31, 2027

Below is the Proposed Memorandum of Agreement as reviewed by the Mayor for governing body consideration addressing mutually agreed sections of the current contract.

ARTICLE I. RECOGNITION AND NON-DISCRIMINATION

ARTICLE II. HOURS OF WORK AND OVERTIME

ARTICLE III. WORK ASSIGNMENTS

ARTICLE IV. WAGES AND OTHER COMPENSATION

ARTICLE V. HOSPITALIZATION AND WELFARE BENEFITS

ARTICLE VIII. SICK AND PERSONAL LEAVE

ARTICLE XXXII. NON-DISCRIMINATION PROVISION

ARTICLE XXXIII. DURATION

ARTICLE I.

RECOGNITION AND NON-DISCRIMINATION

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:

1	Equipment Operator	13	Maintenance Worker 1, Grounds
2	Heavy Equipment Operator	14	Maintenance Worker 2, Grounds
3	<u>Equipment Operator / Truck Driver</u>	15	Mechanic's Helper/Trainee
4	<u>Equipment Operator /Maintenance Repairer</u>	16	Mechanic
5	<u>Equipment Operator / Laborer 3</u>	17	Senior Mechanic
6	<u>Equipment Operator / Sewer Maint. Inspector</u>	18	<u>Sewer Maintenance Inspector</u>
7	<u>Equipment Operator / Sewer Maint. Inspector</u>	19	Sewer Repairer 1
8	Laborer 1	20	Sewer Repairer 2
9	Laborer 2	--	Senior Sewer Repairer
10	Laborer 3	21	Sewer Repairer 3
11	<u>Public Works Repairer</u>	22	Tree Maintenance Worker 1
12	<u>Public Works Repairer, Senior</u>	23	Truck Driver

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 division~~ 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.
- g. Overtime shall be calculated using the employee's hourly rate as follows:
Pensionable base salary ÷ 2080 = hourly rate

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 through June 30, 2025; three (3) hours pay at the overtime rate beginning July 1, 2025; and two (2) hours pay at the overtime rate beginning January of 2026 and going forward. 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 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 for any additional hours for the next twelve (12) hours.

8. No employee shall work more than 24 consecutive hours without being provided a rest period before returning to work.

In the case of declared emergencies, such as snow events, floods, or other critical incidents, where continuous operations are required, the employer shall make every effort to rotate employees to allow adequate rest while maintaining essential services.

For snow and ice removal events, all employees within the membership must report to work when directed. Failure to report may result in disciplinary action unless excused due to valid reasons, such as illness or other approved leave of absence.

8. 9. 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~~\$2.00/hour, but not less than ~~\$25.00~~\$27.00/hour)
 - b. Assigned in place of an Equipment Operator (\$2.00/hour but not less than ~~\$30.00~~\$31.00/hour)
 - c. Assigned as a Public Works Repairer (\$2.00/hour but not less than \$28.00/hour)
 - d. Assigned as a Public Works Repairer, Sr (\$2.00/hour but not less than \$29.00/hour)
 - e. Assigned to train union members in addition to their regular job responsibilities shall be considered to be performing out-of-title work and shall be compensated an additional \$2.00/hour. Training shall be limited to Truck Driver CDL, Equipment Operation, preparing and reviewing training material, training on various types of electronic and/or manual recording and information systems used by the department including software.
4. **Temporary assignments** to higher-rated work shall be made on the basis of seniority, provided that the senior employee available is deemed capable of performing the work. The determination of capability shall be at the discretion of the Director and based on the employee's proven reputation in the field of endeavor. The assignment may also require possession of the appropriate certification(s) or license(s) necessary to perform the duties of the higher-rated position.
5. **Management's Right to Assign Specialized Tasks:**
The Township retains the right to assign tasks to employees based on their demonstrated specialized skills, certifications, or qualifications, provided such assignments are consistent with their job classification. Selection for tasks requiring specialized skills shall be based on the following criteria:
 - Possession of relevant certifications, licenses, or training (ex. Stormwater Reporting).
 - Demonstrated proficiency or experience in the required skill area (ex. Building Repair).
 - Past performance and proven ability to complete assignments (ex. OSHA Maint./Reporting)

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:

Year	Increase
1/1/2025	4.0%
1/1/2026	4.0%
1/1/2027	3.0%

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~~ \$1,500 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.

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~~ 84/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. Employees who are on an approved leave of absence will not be eligible for reimbursement for the month(s) not reporting to work. Current Policy shall be incorporated on the attached Exhibit.

~~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.~~

6. Certifications and Licenses Allowance (replace previous section 6 in its entirety)

The Township shall provide an annual stipend for employees who maintain **and utilize** the following licenses or certifications in the performance of their duties. The stipend amounts shall recognize the value these licenses bring to the municipality's operations and ensure fair compensation for employees' specialized skills.

Within 30 days after December 31st of each year after January 2025, the Township will pay each eligible employee the amount specified for certifications or licenses maintained during the previous calendar year. Certifications and licenses must be pre-approved by Township Administration as necessary and cost-effective for municipal operations. If an employee obtains or holds an approved certification or license for less than a full calendar year, the payment shall be prorated based on the percentage of the year licensed.

Certifications that do not require continuing education or renewal credits are eligible for stipend payments for up to two years from the date of completion. Employees may submit additional certifications or licenses for consideration by the Township Administration. The Township reserves the sole discretion to review, approve, or deny stipend eligibility for certifications or licenses not listed.

Certifications or licenses associated with Civil Service Commission (CSC) titles are excluded from this stipend. Examples include: CDL endorsement for Truck Driver titles, Automotive Service Excellence (ASE) certifications for Vehicle Maintenance titles and Wastewater operator licenses issued by the New Jersey Department of Environmental Protection (NJDEP) for Sewer Division titles.

- \$ 500.00 – Chainsaw Safety Certification
- \$1,000.00 – Pesticide Applicator Certification
- \$1,000.00 – Certified Playground Safety Inspector (CPSI)
- \$1,500.00 – Landscape Management Certification
- \$1,500.00 – Arborist Certification
- \$ 500.00 – Backflow Prevention Certification
- \$ 500.00 – Pump and Motor Maintenance Certification
- \$ 750.00 – Confined Space Entry Certification
- \$ 750.00 – OSHA Certification (training updated annually)
- \$1,000.00 – Stormwater Management (training updated annually)
- \$1,000.00 – HVAC Technician Certification
- \$1,000.00 – Facility Management (training updated annually)
- \$1,500.00 – Public Grounds Management Certificate Program

The Township shall provide an annual stipend for employees who maintain the following licenses or certifications that provide a tertiary benefit to the community of North Brunswick.

- \$ 250.00 – First Aid/CPR Certification
- \$ 500.00 – Community Emergency Response Team (CERT) Certification with active membership
- \$ 500.00 – Firefighter 1 Certification with active membership per affiliation By-laws
- \$ 500.00 – Registered Emergency Medical Technician (EMT) Certification

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~~2027, 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.

Salary Range	Single Coverage	Parent/Child or Emp/Sp/Prtmr 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%

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.

4.a Retirement health benefits after 1/2026. For full-time employees who retire on or after January 1, 2026 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 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.

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.

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

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. These benefits shall continue until the surviving partner remarries or attains the age of Medicare eligibility, whichever occurs first.

~~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.~~

9. 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. At each year-end, if the plan is self-liquidating a pro-rate payment will be issued to participating employees.

The member share of the dental plan cost shall be deducted from their regular pay.

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.

ARTICLE VIII - SICK AND PERSONAL LEAVE

e. Retirement. Upon separation due only to retirement, employees shall be paid ~~\$80.00~~ \$150.00 per day of an employee's daily wages for all unused sick days, capped at \$15,000.

~~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.~~

f. Beginning in January of 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.

g. 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 f.

ARTICLE XXXII - NON-DISCRIMINATION PROVISION

~~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.~~

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, or any other characteristic protected by federal, state, or local law in addition to 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 XXXIII - DURATION.

1. This agreement shall be effective from January 1, 2025 through December 31, 2027.

SCHEDULE B: RECOGNIED TITLES AND RANGES. Replace with the following:

Negotiated ranges pensionable salary base 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.

Anyone not making the minimum within their range shall be adjusted to listed amount as of January 1, 2025, or Date of Hire if after January 1, 2025. For all others, the Salary % under Article IV, Section 1 shall be applied to the members current pensionable salary base.

	Title (minimum hourly rate)	Through 12/2021	1/2022-12/2025	1/2025-12/2027
1	Equipment Operator \$30 \$31	\$50,000-\$72,500	\$62,400-\$75,000	\$64,000-\$84,000
2	<u>Equipment Operator/Truck Driver \$32</u>			\$66,560-\$85,000
3	<u>Equipment Operator/</u>			\$66,560-\$85,000
	<u>Maintenance Repairer \$32</u>			
4	<u>Equipment Operator/Laborer 3 \$32</u>			\$66,560-\$85,000
5	<u>Equipment Operator/Sewer</u>			\$66,560-\$85,000
	<u>Maintenance Inspector \$32</u>			
6	Heavy Equipment Operator \$32 \$33	\$50,000-\$72,500	\$66,560-\$76,000	\$68,640-\$86,000
7	Laborer 1 \$22 \$24	\$31,200-\$67,000	\$44,720-\$70,000	\$49,920-\$70,000
8	Laborer 2 \$25 \$26	\$32,000-\$68,000	\$52,000-\$73,000	\$54,080-\$73,000
9	Laborer 3 \$26 \$27	\$33,000-\$69,000	\$54,080-\$75,000	\$56,160-\$75,000
10	<u>Public Works Repairer \$28</u>			\$58,240-\$75,000
11	<u>Public Works Repairer, Senior \$29</u>			\$60,320-\$77,000
12	Maintenance Worker 1, Grounds \$25	\$31,200-\$65,000	\$52,000-\$70,000	\$52,000-\$81,000
13	Maintenance Worker 2, Grounds \$26	\$35,000-\$67,000	\$54,080-\$75,000	\$54,080-\$84,000
14	Mechanic's Helper/Trainee \$25	\$31,200-\$50,000	\$52,000-\$60,000	\$55,000-\$62,000
15	Mechanic \$26 \$27	\$31,200-\$67,000	\$54,080-\$75,000	\$56,160-\$77,000
16	Senior Mechanic \$30 \$31	\$35,000-\$70,000	\$62,400-\$78,000	\$64,480-\$80,000
17	<u>Sewer Maintenance Inspector \$25</u>			\$52,000-\$70,000
18	<u>Sewer Repairer 1 \$25</u>	\$31,200-\$61,000	\$52,000-\$70,000	\$52,000-\$76,500
19	<u>Sewer Repairer 2 \$26</u>	\$32,000-\$65,000	\$54,080-\$75,000	\$54,080-\$74,000
20	<u>Sewer Repairer 3 \$28</u>			\$58,240-\$78,000
	Senior Sewer Repairer \$30	\$35,000-\$70,000	\$62,400-\$80,000	
21	Tree Maintenance Worker \$25	\$31,200-\$67,000	\$52,000-\$70,000	\$55,000-\$72,000
22	Truck Driver \$25 \$27	\$40,000-\$68,000	\$52,000-\$80,000	\$56,160-\$76,000

All other terms and conditions not contained herein shall remain status quo. The proposed language shall supersede any conflicting contract terms in the current CBA.

For the Township of North Brunswick:

Justine Progebin, Business Administrator	Date
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For RWDSU Local 108:

Michael Fedele, Union President	Date
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Brent Lane, Union Representative	Date
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Jasper Parnell, Business Agent	Date
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Council Action: Date _____ Resolution No. _____