

Resolution # 56-1.22

**A RESOLUTION AUTHORIZING A COLLECTIVE BARGAINING
AGREEMENT WITH THE POLICE SUPERIOR OFFICER'S ASSOCIATION
(SOA) LOCAL 160, WITH A TERM COMMENCING
JANUARY 1, 2022 THROUGH DECEMBER 31, 2025**

WHEREAS; the Township of North Brunswick has previously recognized the bargaining unit know as North Brunswick Police Officer's Association Local 160 (SOA) for certain employees of the Township; and

WHEREAS; the axisting agreement between the Township and the SOA expired on December 31, 2021; and

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

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

NOW, THEREFORE, BE IT RESOLVED on this 10th day of January 2022, the Township Council of the Township of North Brunswick hereby authorizes the Mayor to execute and Clerk to witness a new collective bargaining agreement between the Township and the SOA for a term commencing January 1, 2022 through December 31, 2025; and

BE IT FURTHER RESOLVED a copy of this Resolution along with the Executed Agreement will be forwarded to the SOA.


Justine Progebin
Business Administrator


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

Resolution # _____

RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
MEHTA	✓			
LOPEZ	✓			
GUADAGNINO	✓			
ANDREWS 2	✓			
SOCIO 1	✓			
DAVIS	✓			
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 January 10, 2022.



Lisa Russo
Township Clerk

c: J. Falcone
S. Brown
J. Battaglia
C. Gallimore

**MEMORANDUM OF AGREEMENT BY AND BETWEEN
THE TOWNSHIP OF NORTH BRUNSWICK AND
NORTH BRUNSWICK SUPERIOR OFFICERS' ASSOCIATION (SOA)**

Whereas, the Township of North Brunswick (the "Township") and North Brunswick Superior Officers' Association (the "SOA") are parties to a Collective Bargaining agreement that expires on December 31, 2021; and

Whereas, the Township and the SOA have negotiated a successor agreement.

Now, Therefore, It Is Agreed by the Township and the SOA to the following terms of a successor collective bargaining agreement:

TERM: January 1, 2022 through December 31, 2025

ARTICLE VI DUES – Replace with the following language:

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the North Brunswick Superior Officers' Association (herein after "Union"). Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. 52:14-15.9 et seq. as amended. Dues shall be transmitted to the Union on a monthly basis.
- B. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Township Chief Financial Officer during the month following the filing of such card with the Township.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the Business Agent or designated Shop Steward of the Union advising of such changed deduction.
- D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Personnel Officer.
- E. The Authorization shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. To withdraw from a "dues authorization", an employee must submit a written request to withdraw from the Union to the Chief Financial Officer within ten (10) following each anniversary date of the employee's employment. Once the Employer's Chief Financial Officer receives the request, the Association will be notified within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment.
- F. An employee may voluntarily pay a fair share fee to the Union. The requirements regarding the fair share fee shall be applied consistent with the US. Supreme Court's June 27, 2018 decision in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act. The Township agrees to deduct the fair share fee from the earnings of

those employees who elect not to become members of the Union and transmit the fee to the Union account(s).

- G. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment as furnished by the Union to the Township, or in reliance upon the official notification on letterhead of the Union signed by the Business Agent or designated Shop Steward advising of such changed deduction.

ARTICLE XII IN-SERVICE TRAINING

Item D. – Replace with the following language:

Lieutenants working on the four-four schedule shall work a maximum of twenty (20) hours of in-service training and/or departmental meeting time per contract year. Sergeants working on the four-four schedule shall work a maximum of twenty (20) hours for in-service and/or departmental meetings. Sergeants who are required to attend departmental meetings for their respective Lieutenants shall be eligible for overtime. Training shall be conducted in minimum blocks of five (5) hours and meetings shall be conducted in minimum two and one-half (1 ½) hour blocks. For example, if an officer is scheduled for training at the range and such training lasts six (6) hours, the officer shall be credited with having worked ten (10) hours. In-service training shall not be scheduled with less than seven (7) days' notice.

ARTICLE XVIII HEALTH, LIFE, AND DENTAL INSURANCE BENEFITS

^{A. Sect. 12}
Item 1A. HEALTH – Replace with the following language:

Parties agree that prescription plan and medical health insurance will be that as set forth in Direct 15. Employees may still opt into Direct 10 from Direct 15 but will pay the difference between Direct 15 and Direct 10. Effective under the new contract 1/1/2022, reimbursement for out-of-pocket expenses under the policy selected shall be the financial responsibility of the employee.

Effective under the new contract 1/1/2022, each employee shall be provided a Health Reimbursement Account Card preloaded by the Township with Two Hundred Dollars (\$200.00) to go towards co-pays, deductibles, co-insurance, out-of-pocket expenses, and ER visits. Unused balances on the Health Reimbursement Account Cards will revert back to the Employer at the end of each calendar year. The Health Reimbursement Account Card is not applicable to retirees and future retiree health benefits, current and future.

Item C. Section 1. DENTAL – Replace with the following language:

For each year of this Agreement, if an employee enrolls in the Township's Dental Plan, they shall contribute \$15/per pay for a single employee plan (\$360/year) and \$20/per pay for all other employee plans (\$480/year). The Township shall pay any additional costs for the program over that sum. At each year-end, if the plan is self-liquidating a pro-rata payment will be issued to participating employees.

Item E. – Replace with the following language:

The Township is currently participating in the Prescription Plan offered via the State Health Benefits Program under Direct 15. Employees will be financially responsible for any prescription co-pays as detailed within the plan selected by the employee.

Item F. - Replace with the following language:

If the Township moves to a different Prescription Plan provider during the term of this contract, it must provide 90 days' written notice to the Union along with a copy of the new plan coverage. Any substantial changes to the plan must be negotiated with the union.

ARTICLE XIX COMPENSATION

Item A. - Replace with the following language:

The salary schedule for years 2022, 2023, 2024 and 2025 are set forth in Schedules A, A1, & A2 reflecting a 12.5% rank differential. Salary increases shall be added to the base salary with the exception of 2022, in which the 3.5% shall be before the Clothing allowance is rolled into the base and eliminated.

- Personnel hired before January 1, 2018, the rank differential shall be calculated on the step in the PBA contract salary guide from which they are promoted from provided for under Schedule A. The base salary shall then be adjusted to include: *Longevity** + *Educational* incentive "\$20/Credit" + *Index*** for an adjusted base but shall not include On-call pay. Each year thereafter, the officer shall move to the next step in the PBA salary guide until reaching the top step Year 8.

Holiday pay shall be calculated in the following manner: hourly rate using the adjusted base ÷ by 1950 hours) × 130 hours, then added to the adjusted base for the pensionable salary.

*Longevity shall = (Base + Educational incentive) × Longevity % based on years of service

**Index shall = (Longevity + Educational incentive) × .986

- For personnel hired on or after January 1, 2018, the rank differential shall be calculated on the step in the PBA contract salary guide from which they are promoted from provided for under Schedule A1. The base salary outlined in Schedule A1 shall then be adjusted to include: *Educational* incentive "\$20/Credit" for an adjusted base but shall not include On-call pay. Each year thereafter while in the position, the officer shall move to the next step in the PBA salary guide until reaching the top step of the PBA guide.

Holiday pay shall be calculated in the following manner: hourly rate using the adjusted base ÷ by 1950 hours) × 130 hours, then added to the adjusted base for the net pay.

Officers scheduled to be on-call shall be compensated as outlined under Article XXI Overtime Item C. which is excluded from an employee's pensionable salary.

It is agreed upon by both sides, with the exception of removing clothing allowance as a separate line item and adding it to the base, nothing in the above language changes the manner in which pay has been or will be calculated. All other calculations will be consistent with past practices.

ARTICLE XXII VACATIONS

Item E. - Replace with the following language:

An officer may surrender and receive payment, at their current rate of pay, of up to 1/2 of their annual allotted vacation leave. The surrender/payment option must be requested prior to December 31st of the current year, by written notice to the Chief Financial Officer. This section may be repealed by action at the State or federal level prohibiting the sell back of vacation time.

ARTICLE XXIV CLOTHING ALLOWANCE

Item A. - Replace with the following language:

Thereafter January 1, 2022, the annual allowance of for clothing shall be removed from the contract. In return, January 1, 2022 \$6,000 shall be added to the base after the % increase for officers hired after 1/1/2018 (Schedule A1) and \$6,000 for officers hired prior to 2018 (Schedule A).

Each Officer shall be responsible for: Maintenance of clothing and equipment, maintenance of the weapon, ammunition costs for training and practice with an off-duty weapon and for costs to carry an off-duty weapon.

Item B. - Remove language

B. Such allowance shall be paid in full in the second pay period in January of each calendar year.

ARTICLE XXVII TEMPORARY LEAVES OF ABSENCE

Item A.- Replace with the following language:

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:

Members shall be entitled up to five (5) work days off, without loss of pay, in the event of the death of a following "immediate" family member: parent, spouse, sibling, child, grandchildren, stepchildren, foster child or resource family child, that may or may not reside in the same residence; or person, partner, or significant individual who resides permanently in the same residence.

Members shall be entitled up to five (5) work days off, without loss of pay, in the event of the death of a following "immediate" family member: grandparent, parent/ sibling/ son or daughter-in-law, or miscarriage of a child.

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.

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.

Item B.- Replace with the following language:

Forty (40) hours per year shall be allowed for personal reasons. Applicant to the Police Chief for personal leave shall be made at least three (3) days in advance (except in case of emergency) and granted except for good cause. Applicants for such leave shall not be required to state the reason for taking such leave under this section, except for the day preceding or following a holiday. Unused hours at the end of the year earned shall be converted into Vacation hours, to be used within the subsequent calendar year.

Item C. SICK LEAVE. Section 4. Replace with the following language:

Annual sell back of sick leave. At the end of any given year, if a member has over 120 hours of accrued sick time, they may sell back up to a maximum of 40 hours, at their current rate of pay as of December 31st.

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 40 and 80 hours of accrued sick time, they may sell back up to a maximum of 40 hours that year at their current rate of pay as of December 31.

This section may be repealed by action at the State or federal level prohibiting the sell back of sick time.

ARTICLE XXVIII GENERAL PROVISIONS

Items C. and D. - Replace with the following language:

C. Remove in its entirety

D. This Agreement shall remain in effect until December 31, 2025.

ARTICLE XXIX WORK SCHEDULE

Item C. - Remove item C

C. For the purpose of providing safe working conditions for employees, the

Township agrees to maintain not less than two (2) supervisors working during any Court session.

ARTICLE XXIX WORK SCHEDULE

Item M. - Replace with the following language:

Holiday compensation for the above, except the Motorcycle Unit who shall be paid as other officers on the four/four (4/) schedule, shall be as follows:

152 hours of schedule adjustment time given each year taken as additional paid time off for officers working a five/two (5/2) schedule. The Schedule Adjustment Time plus the additional 13 Holidays given off will satisfy the difference of hours worked on the 4/4 schedule versus the 5/2 schedule.

126 hours of schedule adjustment time given each year taken as additional paid time off for officers working a four/three (4/3) schedule. The Schedule Adjustment Time and the thirteen (13) days of pay at ten (10) hours taken as the holidays fall, will satisfy the difference of hours worked on the 4/4 schedule versus the 4/3 schedule.

This section may be repealed by action at the State or federal level prohibiting the sell back of schedule adjustment time. Any existing contract language to the contrary to this Section shall be amended to reflect said changes.

ARTICLE XXIX WORK SCHEDULE

Item M. – New Paragraph – Accumulated Schedule Adjustment Time:

After December 31, 2021, officers assigned to work a four/three (4/3) or five/two (5/2) schedule, shall have no more than two years of Accumulated Scheduled Adjustment Time “accrued” at a given year-end. Any amount of time over two years shall be paid out at the current rate of pay as of December 31st.

Payout upon retirement or separation shall be capped at two years of accumulated Schedule Adjustment Time, with the exception of officers who have accumulated Schedule Adjustment Time prior to January 1, 2022, which is addressed in the next paragraph. Officers shall be required to follow current vacation request procedures to request to use schedule adjustment leave, and superiors shall make every reasonable effort to accommodate each request.

Officers who have accumulated Schedule Adjustment Time as of December 31, 2021, shall have the right to use such Schedule Adjustment Time or retain such Schedule Adjustment Time until retirement or separation and be paid for such leave at their rate of pay as of December 31, 2021, provided they retain such amount of Schedule Adjustment Time until separation. In addition, officers shall have the ability to sell back up to 100 hours in a given year-end from their banked (pre-2022) schedule adjustment time.

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.

The parties agree to modify the Agreement as may be necessary by counsel.

Any existing contract language to the contrary of agreed amendments to the Articles listed shall be updated to reflect said changes.

The parties understand that this Memorandum of Agreement is subject to vote by the rank and file of SOA Local 160 and by the Mayor and Council of the Township of North Brunswick.

SCHEDULE A for Officers hired prior to January 1, 2018

	1/1/21	1/1/22	1/1/23	1/1/24	1/1/25
	PBA A	PBA A	PBA A	PBA A	PBA A
year 8	115,151	125,181	128,937	132,805	136,789
Sgt 12.5%	128,105	140,829	145,054	149,406	153,888
Lt 12.5%	142,517	158,432	163,186	168,081	173,124
Cap 12.5%	158,551	178,236	183,584	189,091	194,764

SCHEDULE A-1 for Officers Hired after January 1, 2018

	11.25%	3.5%	Clothing	12.5%	3%	12.5%	3%	12.5%	3%	12.5%
	2021	2021 Sgt	2022	2022 PBA	2022 Sgt	2023 PBA	2023 Sgt	2024 PBA	2024 Sgt	2025 PBA
	Base	Base	Base	Base	Base	Base	Base	Base	Base	Base
Academy	44,720	46,751	46,285	52,285	58,821	53,854	68,585	55,469	62,403	57,133
Rem Yr 1	50,087	55,722	51,840	57,840	65,070	59,575	67,822	61,363	68,093	63,203
2	67,273	74,846	69,634	75,634	85,086	77,503	87,441	80,240	90,278	82,647
3	75,258	83,725	77,892	83,892	94,379	86,409	97,210	89,001	100,128	91,671
4	83,237	92,601	86,150	92,150	103,669	94,915	106,779	97,782	109,983	100,695
5	91,214	101,476	94,406	100,406	112,957	103,419	116,346	106,521	119,836	109,717
6	99,194	110,353	102,666	108,666	122,240	111,926	125,916	115,284	129,694	118,742
7	107,172	119,229	110,923	116,923	131,538	120,431	135,485	124,044	139,549	127,765
8	115,156	127,229	123,947	129,947	146,181	133,846	150,577	137,861	155,094	141,997
9	123,135	135,895	124,567	130,567	146,888	134,484	151,295	138,519	155,874	142,675
10	130,957	144,585	125,190	131,190	147,989	135,126	152,017	139,180	158,577	143,355
11	121,562	135,238	125,817	131,817	148,284	135,771	152,743	139,844	157,325	144,040
12	122,189	135,913	126,445	132,445	149,001	136,418	153,471	140,511	158,075	144,726
13	122,781	136,504	127,078	133,078	149,713	137,071	154,205	141,183	158,831	145,418
14	123,395	137,277	127,714	133,714	150,428	137,725	154,941	141,857	159,589	146,113
15	124,012	137,963	128,352	134,352	151,146	138,383	155,661	142,534	160,361	146,811
16	124,632	138,653	128,994	134,994	151,866	139,044	156,434	143,215	161,117	147,512
17	125,255	139,346	129,639	135,639	152,594	139,708	157,172	143,899	161,887	148,216
18	125,881	140,043	130,287	136,287	153,323	140,375	157,922	144,587	162,660	148,924
19	126,512	140,745	130,940	136,940	154,057	141,048	158,679	145,280	163,440	149,638
20	127,144	141,448	131,594	137,594	154,793	141,722	159,437	145,974	164,220	150,353
21	127,779	142,154	132,251	138,251	155,533	142,399	160,199	146,671	165,005	151,071
22	128,418	142,865	132,913	138,913	156,277	143,080	160,965	147,372	165,794	151,794
23	129,059	143,578	133,576	139,576	157,023	143,763	161,734	148,076	166,586	152,519
24	129,705	144,297	134,245	140,245	157,775	144,452	162,508	148,786	167,384	153,249
25	130,353	145,018	134,915	140,915	158,530	145,143	163,286	149,497	168,184	153,982

SCHEDULE A2. "PBA CONTRACT A1" Hired after January 1, 2018

	2022	2023	2024	2025
Academy	\$ 52,285	\$ 53,854	\$ 55,470	\$ 57,134
Remainder of year 1	\$ 57,841	\$ 59,576	\$ 61,363	\$ 63,204
Step 2	\$ 75,634	\$ 77,903	\$ 80,240	\$ 82,647
3	\$ 83,892	\$ 86,409	\$ 89,001	\$ 91,671
4	\$ 92,150	\$ 94,915	\$ 97,762	\$100,695
5	\$100,406	\$103,418	\$106,521	\$109,717
6	\$108,666	\$111,926	\$115,283	\$118,742
7	\$116,923	\$120,431	\$124,044	\$127,765
8	\$129,948	\$133,846	\$137,862	\$141,998
9	\$130,568	\$134,485	\$138,519	\$142,675
10	\$131,190	\$135,126	\$139,180	\$143,355
11	\$131,817	\$135,771	\$139,844	\$144,040
12	\$132,445	\$136,419	\$140,511	\$144,726
13	\$133,078	\$137,070	\$141,183	\$145,418
14	\$133,714	\$137,726	\$141,857	\$146,113
15	\$134,352	\$138,383	\$142,534	\$146,810
16	\$134,994	\$139,044	\$143,215	\$147,512
17	\$135,639	\$139,708	\$143,900	\$148,217
18	\$136,287	\$140,375	\$144,587	\$148,924
19	\$136,940	\$141,048	\$145,279	\$149,638
20	\$137,594	\$141,722	\$145,973	\$150,352
21	\$138,251	\$142,399	\$146,671	\$151,071
22	\$138,912	\$143,080	\$147,372	\$151,793
23	\$139,576	\$143,763	\$148,076	\$152,518
24	\$140,245	\$144,452	\$148,786	\$153,249
25	\$140,916	\$145,143	\$149,498	\$153,982

SCHEDULE B. VACATION

Replace with the following language:

Less than one (1)

**ten (10) hours of vacation for each completed
months of service up to one hundred hours**

Start of year 2 to completion of 4 years

130 hours

Start of year 5 to completion of 9 years

160 hours

Start of year 10 to completion of 15 years

170 hours

Start of year 16 to completion of 20 years

220 hours

Start of year 21 to completion of 22 years

230 hours

Start of year 23 to completion of 24 years

240 hours

Start of year 25 and thereafter

250 hours

For the Township of North Brunswick:



Justine Progebin, Business Administrator

12/31/21

Date

For SOA:



Joseph Falcone, Union President

12/31/21

Date

, State Delegate

Date

Council Action: Date _____ Resolution No. _____