

Resolution # 300-10.21

**A RESOLUTION AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE TOWNSHIP OF NORTH BRUNSWICK AND
THE AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES (AFSCME)
COUNCIL 73 AFL-CIO LOCAL 3834 SUPERVISORY EMPLOYEES
WITH A TERM JANUARY 1, 2021 THROUGH DECEMBER 31, 2024**

WHEREAS; the Township of North Brunswick has previously recognized the bargaining unit know as the American Federation of State, County, and Municipal Employees (hereinafter AFSCME) Council 73 AFL-CIO Local 3834 Supervisory Employees for certain employees of the Township; and

WHEREAS; the existing agreement between the Township and AFSCME Council 73 AFL-CIO Local 3834 expired on December 31, 2020; and

WHEREAS; the Business Administrator representing the Township of North Brunswick and AFSCME Council 73 AFL-CIO Local 3834 have agreed to terms and conditions for a new collective bargaining agreement between the two parties effective retro-active to January 1, 2021 through December 31, 2024, 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 18th day of October 2021, 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 AFSCME Council 73 AFL-CIO Local 3834 for a term commencing retro-active January 1, 2021 through December 31, 2024; and

BE IT FURTHER RESOLVED a copy of this Resolution along with the Executed Agreement shall be forwarded to AFSCME Council 73 AFL-CIO Local 3834.

Resolution # _____


Justine Progebin
Business Administrator


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

RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
MEHTA 1	✓			
LOPEZ	✓			
GUADAGNINO	✓			
ANDREWS 2	✓			
DAVIS	✓			
SOCIO	✓			
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 October 18, 2021.


Lisa Russo

C: J. Progebin
S. Brown
M. Harmonica
Clerk File



Memorandum of Agreement

Date: October 1, 2021
To: Mark LaMonica, President – AFSCME Local 3834
From: Justine Progebin, Business Administrator
CC: Francis Womack, III - Mayor
Katie Mocco, Esq. - Municipal Labor Counsel
Taylor Wood, Esq. - Municipal Labor Counsel
Eric Chaszar, Director of Public Works
Sonia Brown, Personnel Officer
Re: AFSCME: Proposed Collective Bargaining Agreement January 1, 2021 – December 31, 2024

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

Term.

The Proposed Term of this Agreement shall be for a period of four years: 1/1/2021-12/31/2024

Article II – Hours of Work and Overtime.

2. Overtime shall be paid as follows:

- a. In the event a member is called back to work after end of his/her regular work day or before the start of his/her regular work day, the member will be entitled to a minimum of four (4) hours pay at the overtime rate. This provision shall not apply to a directive to report early for a normal workday nor any planned overtime where the member is given notice of the overtime prior to the end of a regular shift, in which case the employee shall be eligible for overtime pay for time worked.**

2.

- a. The existing language shall remain the same for calendar year 2021.**

For the period January 1, 2022-December 31, 2022, the following provisions apply:

In the event a member is called back and physically reports to work after the end of his/her regular work day or before the start of his/her regular work day, the member shall be entitled to a minimum of (3) hours pay at the overtime rate. The member shall work a minimum of one (1) hour.

For the period January 1, 2023-December 31, 2024, the following provisions apply:

In the event a member is called back and physically reports to work after the end of his/her regular work day or before the start of his/her regular work day, the member shall be entitled to a minimum of (2) hours 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 nor 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.

Article III - Overtime Meal.

Removed in its entirety.

Article V – Wages and Other Compensation.

Amend paragraph 1 to provide the following:

Effective Date:	Salary Increase:	Effective Date:	Salary Increase:
1/1/2021	4.0%	1/1/2022	4.0%
1/1/2023	4.0%	1/1/2024	4.0%

Article VI - Uniform Allowance.

6. Members shall receive \$1,000.00, effective 1/1/2013, in an annual uniform allowance paid in the existing method prior to the date of execution of this Agreement. Upon execution of the Agreement, the \$1,000.00 uniform allowance shall be paid as follows:

- a. For members who work a full calendar year, one-half of the payment for uniform allowance shall be paid within 30 days after July 1 of the calendar year, starting with calendar year 2018. The balance of the Uniform allowance shall be paid within 30 days after December 31, 2018, and so on, thereafter.

6.a. Members shall receive the \$1,000 uniform allowance in January of each year with the exception of 6.b. which addresses situations of proration.

The prorated will only apply to first year of hire, not the year of separation OR retirement.

Article VII – On call.

**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 work day 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. If designated to be "on-call" in accordance with Paragraph 1 above, each designated member shall receive the sum of \$3,000.00 annually or a pro-rated amount for the portion of the year served in their designated title. Such amount will be added to base pay as of 1/1/2018 and become a permanent part of annual salary going forward. In other words, as part of the base salary, this amount is subject to annual percentage increases.

Replace VII. On Call Section 2. with the following:

2.If additional compensation was paid from 2018-2020 to a member for an amount other than what is authorized within this Article, the Township will not seek reimbursement for such payment made to the member.

Amend Section 3. with the following:

3.Members shall be reimbursed ~~\$30.00~~ \$65.00 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.

Article VIII – Hospitalization and Welfare Benefits.

1. Member contribution to medical and prescription premium costs.

These percentage contribution rates shall remain in effect through December 31, 2020, 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.

Amend 1. to: These percentage contribution rates shall remain in effect through December 31, 2020 2024, at which point they will be negotiable as any other provision in this Agreement. Furthermore, these rates are the basis for discussion and are the starting point concerning health care contributions for future negotiations.

4. Retirement health benefits.

4. Retirement Health Benefits

- a. On or after December 31, 2018, full-time employees who retire at age 60 or older and who have 25 years of employment with the Township and enroll in a plan offered to retirees as are offered to other retired employees by the Township's health care provider [currently the New Jersey State Health Benefits plan which offers 16 different plan options for local government retirees, most of which combine prescription and medical coverage into a single plan], the Township will pay the monthly premium cost for the employee only for medical and prescription coverage, not dependent coverage, and minus the employee's monthly contribution toward their retirement health care premium as determined by the percentage cited in Paragraph a. above, which will be deducted from the employee's monthly pensionable pay. Employees with 20 years of credited service as of June 28, 2011 do not have to contribute toward this retirement health benefit. 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 the year that Medicare eligibility or death occurs. Dental benefits will not be provided to employees in retirement.

Remove Section a.

b. Effective as of July 26, 2019, all full time union members shall have the option to retire at age 55 or older if they have also been employed 25 or more years with the Township. These employees shall be eligible to enroll in any level of healthcare coverage (i.e. *Single, Employee/Spouse, Parent/Child, Family*) offered within the Health Benefits Plan provided by the Township of North Brunswick, at the time of retirement. The Township agrees to pay 85% of the cost of the healthcare plan premium, with the employee being responsible for paying the other 15% of the plan premium. 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. This plan premium cost sharing of 85%-employer responsibility and 15%-retiree responsibility, shall serve as the ONLY healthcare contributions made toward plan premium required by the retiree (e.g.-there shall NOT be further healthcare contributions collected from the retiree under P.L. 2011, Chapter 78).

4.b. (make a. in new contract)

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.

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.

The Township shall not contribute towards any continued dependent coverage once the retired employee is no longer eligible to participate under the SHBP.

the date ^{is} of this memorandum, 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.

4.b. For employees that become AFSCME members after the date of this Memorandum, the following provisions apply:

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.

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.

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

Article XI - Sick Leave.

Sick Leave Allowance. Sick Leave must be utilized in ~~(15)~~ (30) minute minimum increments.

XI.7. Sick Leave Incentive.

7. Sick Leave Incentive. Within two weeks after December 31st of each calendar year, each member shall have the option of "selling back" to the Township and the Township shall be obligated to compensate the member at the then current rate of pay as of December 31st, a number of unused sick leave days in accordance with the following formula. If in that year and limited to sick leave credited starting January 1st of that year, there remain the following sick leave days available to the member, then, the member may opt to relinquish to accumulate the unused sick days in exchange for payment equal to the current daily rate of pay.

Remaining Sick Leave Days	Eligible Days to Sell Back
10 Days	5 Days
9 Days	4 Days
8 Days	3 Days
7 Days	2 Days
6 Days	1 Day

Replace Section 7 with the following:

Annual sell back of sick leave. At the end of any given year, if a member has over 30 days of accrued sick time, they may sell back up to a maximum of 5 days that year, at their current rate of pay as of December 31.

Add under Section 7:

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 back up to a maximum of 5 days 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.

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.

Article XIII - Bereavement Leave.

**ARTICLE XIII
BEREAVEMENT LEAVE**

- 1. Members shall be entitled up to five (5) days of Bereavement Leave from the work week with pay in the event of a death in the immediate family. Leave shall be taken and calculated on a calendar basis from date of death or date of the funeral, at the option of the member. The immediate family shall be defined as parent, spouse, civil union partner, person, partner, or significant other who resides permanently in the same residence, child, stepchild, grandparents, sibling, father-in-law, mother-in-law, son-in-law, and daughter-in-law.**
- 2. Members shall be granted one (1) day off without loss of pay to attend the funeral of any other relative defined as uncle, aunt, nephew, niece, brother-in-law, or sister-in-law.**

Replace Article XIII with the following:

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) 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.**
- B. Members shall be entitled up to three (3) work days 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 XIV - Vacation Leave.

ARTICLE XIV VACATION LEAVE

1. The following vacation schedule shall remain in effect for the term of this Agreement

a. 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

b. 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

Add under Section 1 the following:

Employees that become AFSCME members after the date of this Memorandum, 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 on each completed calendar year.

<u>Years of Service</u>	<u>Vacation Leave Days</u>
1 to 5	13
5 to 10	16
10	21
11+	21, plus 1 additional day for each 2 years of service, after year 10, capped at 25 days

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

1. 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.
2. Time shall be granted and taken in hours based on an employee's regular work day.
3. Time used must be approved in advance by the Director in accordance with process outlined within the Current Employee Handbook.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

Article XXIV - Union Security.

- 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.**

XXIV Section 5. add the following:

Such time shall be noted on the members timesheet.

Pay Periods

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

Appendix A - SALARY RANGES

APPENDIX A SALARY RANGES

- Both parties agree that there will be a Salary Range Scale added to the contract, provided for the Titles in the union. The ranges shall be no greater than \$10,000.00 between the minimum and maximum in a particular range, and shall be used for placement of all employees who are to work within union titles. The Salary Ranges shall be listed as follows:

TITLE	RANGE
Assistant Supervisor; Maintenance Worker 3-Grounds	\$65,000 - \$75,000
Supervising Mechanic	\$75,000 - \$85,000
Supervisors	\$80,000 - \$90,000

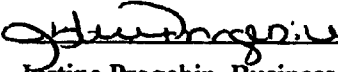
Replace Section 1 with the following:

Salary Ranges shall be no greater than ~~\$10,000~~ \$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	Through 12/2020	1/2021-12/2024
Assistant Supervisor Titles	\$65,000-\$75,000	\$80,000-\$90,000
Maintenance Grounds 3	\$65,000-\$75,000	\$80,000-\$90,000
Supervising Mechanic	\$75,000-\$85,000	\$85,000-\$95,000
Sewer Repairer Supervisor	\$80,000-\$90,000	\$85,000-\$95,000
Supervisors (All Other Titles)	\$80,000-\$90,000	\$90,000-\$110,000

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

For the Township of North Brunswick:

 10-5-2021
Justine Progebin, Business Administrator Date

For AFSCME Local 3834:

 10/6/21
Mark LaMonica, Union President Date

_____, Union Representative Date

Council Action: Date _____ Resolution No. _____

3. Except as so modified herein, the terms of the Parties' CNA and all practices shall remain unchanged.

4. Any disputes regarding this Agreement shall be resolved through the grievance procedure set forth in the CNA.

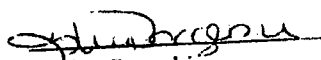
5. No failure or delay on the part of the Township in exercising any right, power, or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof of the exercise of any other right, power or remedy hereunder. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights, powers, or remedies existing in law, in equity or otherwise.

6. By executing this Agreement, each signatory represents that he or she is a party or has been duly authorized by a party to sign on that party's behalf.

7. This Agreement is subject to ratification by the Mayor and Council and shall be effective October ____, 2021.

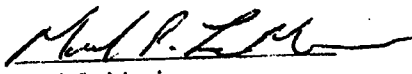
8. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same agreement. A signature affixed by a party to a counterpart of this Agreement and delivered by electronic transmission is valid, binding and enforceable against such party.

Township of North Brunswick

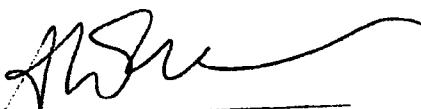
By: 
Justine Progebin
Business Administrator

Date: 10/5/21

AFSCME Local 3834

By: 
Mark LaMonica
President

Date: 10/6/21

By: 
Union Representative

Date: 10/6/2021