

MEMORANDUM OF AGREEMENT

This Agreement is made between the Township of South Brunswick (herein the “Township”) and the South Brunswick Public Works Employees Association (herein “PWEA”).

WHEREAS, the Township and PWEA are parties to a Collective Negotiations Agreement (herein “CNA”) covering the period January 1, 2017 through December 31, 2020, and an Extension Agreement covering the period of January 1, 2021 through December 31, 2023; and

WHEREAS, the Township and PWEA have engaged in good faith negotiations concerning terms and conditions for a successor agreement which has resulted in an agreement subject to ratification by the membership of PWEA, and approval by the Township Council which the negotiating committees for the parties unanimously agree to recommend.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth the parties agree as follows:

1. Except as herein modified, the terms and conditions of the 1/1/17 through 12/31/20 CNA and the Extension Agreement covering the period of 1/1/21 through 12/31/23 shall remain in full force and effect.
2. The term shall be 5 years, covering the period of 1/1/24 – 12/31/28.
3. Unless otherwise noted, the terms become effective upon full ratification.

4. **Article V Dues Checkoff**

Rewrite paragraph 2 as follows:

The Township shall continue a dues checkoff system for all employees within the unit, who are members of the Association and provide or have provided the Township with written authorization to deduct dues from their paycheck.

5. **Article VI Workweek – Overtime**

Add to paragraph 4 as the third and fourth sentence that “An employee can only use 128 hours of compensatory time off in a calendar year. The employee may replenish the compensatory time bank in that year but may not use the additional hours until the next calendar year.”

6. **Article VIII Sick Leave**

Add to paragraph 1) a cap of \$15,000 as the maximum cash award for sick leave for employees hired on or after May 21, 2010.

Clarify 1.a. that employees hired on or after May 21, 2010 are capped at 50% of their accumulated sick leave to a maximum of \$15,000, which shall only be payable upon retirement from PERS.

Clarify b.1. that a payout of accumulated sick time is not available to employees who resign or are terminated; only for those who retire from PERS.

Clarify 1.c. that this benefit is not available for employees hired on or after May 21, 2010.

Add to Paragraph 2 that the sell back option in paragraphs a) and b) does not apply to employees hired on or after May 21, 2010.

7. **Article IX Holidays**

Add Juneteenth to list of holidays in paragraph A.

8. **Article X Maternity Leave**

Change name of Article and all references with the Article to “Family Leave” from maternity leave.

9. **Article XIV Outside Employment**

Add in paragraphs A and B “or Utilities Director” where Director is referenced.

10. **Article XVI Clothing**

In paragraph 1.A., increase the annual clothing allowance to \$1,100.

In paragraph 2.E., modify sentence to read “With safety in mind, employees will be required to wear the appropriate OSHA-approved Safety Vest as determined by Management.

11. **Article XVII Health Benefits**

Clarify paragraph 6.b. to state that the Township will provide retiree benefits and dental insurance to employees (and their eligible dependents) who retire after 25 years of service in PERS and at least 15 years of service with the Township at the time of retirement until the employee is eligible for Medicare at no cost to the employee.

Clarify that the employee is solely responsible for Medicare Part B payments.

12. **Article XVIII Merit Increase/Reclassification**

Add as paragraph 2: “Any employee that is Sr. + on the salary guide shall receive an additional 1.5% Merit increase only if they have a satisfactory evaluation. This shall be for the life of this contract (2024-2029) and the percentage must be negotiated in subsequent contracts.”

13. **Article XX Job Openings/Posting Procedure**

Eliminate paragraphs B.1. and B.2. and renumber remaining two paragraphs.

14. **Article XXI Salary and Wages/Education Benefit**

Add to paragraph 3 that Management, in its sole discretion, may adjust salary above 5% as long as the salary remains within the salary range.

Add as new paragraph 6: The Township may adjust the salary of a current employee or a new hire that has a special or unique skill set as determined by management.

15. **Article XXII Acting Foreman/Foremen on Call**

In paragraph 2, increase the on-call allowance to \$1000.00 per year.

16. **Article XXIII Callouts/Meals/Travel & Expenses**

Clarify and rewrite paragraph B that meal money as provided for in this paragraph shall be increased to \$15 but it is payable only for non-scheduled emergency overtime. Voluntary scheduled overtime is not eligible for meal reimbursement.

In paragraph C, eliminate meal expenses and clarify that meal expenses will be paid in accordance with the Personnel Policies and Procedures Manual.

17. **Wages** - There shall be a general wage increase during the term of this contract as follows:

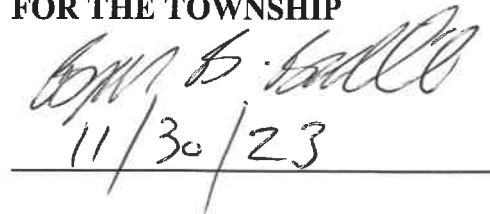
1/1/24	-	3%
1/1/25	-	3%
1/1/26	-	3%
1/1/27	-	3%
1/1/28	-	3%

PWEA



Dated: 11/30/23

FOR THE TOWNSHIP


11/30/23

Dated: