

MEMORANDUM OF AGREEMENT

This Agreement is made between the Township of South Brunswick (herein the “Township”) and South Brunswick Supervisor’s Association (herein “SBSA”).

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

WHEREAS, the Township and SBSA 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 SBSA, 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 1/1/20 through 12/31/23 CNA 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 IV** **Salaries**

- a. Modify paragraph B as follows:

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

- b. Modify paragraph C.1. by eliminating reference to Appendix B and providing for a merit increase of up to 1.5% each year of the contract

for those not at the maximum salary, the amount, if any, dependent on the employee's annual evaluation.

c. Modify paragraph C.2. by eliminating reference to Appendix B and replacing it with "based on the employee's annual evaluation."

d. Modify paragraph B.5. to set minimum salary range at \$70,000 and remove the maximum salary range of \$100,000, which maximum range will be set forth in the job description.

d. Add new Paragraph F that states: "Management reserves the right to adjust SBSA supervisors base salary upward within the salary range commensurate with experience."

5. **Article V** **Vacation**

Add to paragraph B to provide those employees hired on or after May 21, 2010, ten (10) days of earned and accumulated vacation time may be carried over into the next calendar year when an employee is unable to use such time due to pressures of Township operations. Any vacation days carried over and not used in the next calendar year will be forfeited. Notwithstanding the preceding two sentences, for employees hired on or after May 21, 2010, vacation time that an employee is unable to take because of duties directly related to a governor-declared state of emergency may be carried over until the days are used.

6. **Article VI** **Sick Leave**

a. Revise paragraph J as follows: "The employee will attempt to schedule elective procedures or routine care on non-workdays or hours, when feasible. Management may request documentation explaining why the elective procedure could not be accomplished on non-workdays or hours."

b. Add to paragraph S that employees hired on or after May 21, 2010 shall only be eligible for payment of 50% of unused sick days at retirement from PERS and in an amount not to exceed \$15,000.

c. Add to paragraph U that this benefit is not available for employees hired on or after May 21, 2010.

7. **Article VIII Health Benefits**

- a. Clarify paragraph A.1.a. and b. to provide that employees will contribute to their health benefits at the Ch. 78 Tier 2 rates.
- b. Eliminate paragraph A.1.c. and Clarify paragraph A.2. 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 and/or ordinary or accidental disability retirement at the time of retirement until the employee is eligible for Medicare at no cost to the employee. The retired employee is solely responsible for Medicare Part B payments.

8. **Article IX Holidays**

Add Juneteenth to list of holidays in paragraph A.

9. **Article XX Overtime and Compensatory Time**

- a. Clarify Article that all members are eligible for overtime after 8 hours of work on any workday.
- b. Clarify paragraph D.1. that employees may only accumulate a maximum of 80 hours of compensatory time in their bank at any time.

10. **Article XXIII Agency Shop**

- a. Eliminate paragraph A and replace with the following:

Upon receipt of a written document from the employee expressly and voluntarily authorizing payment of the Representation Fee, the Employer agrees to deduct in accordance with the U.S. Supreme Court's June 27, 2018 decision in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act and any other applicable law, as they relate to Agency Shop provisions, from the pay of each employee covered by this Agreement a representation fee of eighty-five percent (85%) of Association dues, as certified by the Association. The voluntary representation fee deduction shall commence with the 1st pay after the Employer receives the voluntary authorization and notice from the

Association. The voluntary authorization for the representation fee deduction shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. To withdraw the voluntary representation fee deduction authorization an employee must submit a written request to the Employer Designee within ten (10) days following each anniversary date of his/her employment. Once the Employer Designee receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment.

- b. Modify paragraph B.1. and B.2. to state that the Township will only deduct dues from those employees who have expressly and voluntarily authorized the deduction of the representation fee.
- c. Modify paragraph B.5. to describe such an employee as one who has expressly and voluntarily authorized the deduction of the representation fee.

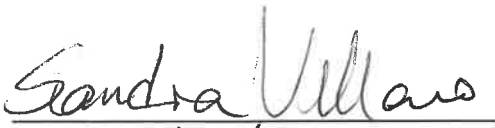
11. **Appendix A**

Eliminate language about Purchasing Agent/Risk Manager.

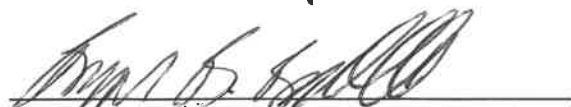
12. **Appendix B**

Eliminate Appendix in its entirety.

**SOUTH BRUNSWICK
SUPERVISOR'S ASSOCIATION**


Dated: 10/26/2023

TOWNSHIP OF SOUTH BRUNSWICK


Dated: 10/26/2023