

* pulled off agenda at 1/3/22 meeting

Resolution # 40-1.22

**A RESOLUTION AUTHORIZING A COLLECTIVE BARGAINING
AGREEMENT WITH THE POLICEMEN'S BENEVOLENT ASSOCIATION
(PBA) 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 Policemen's Benevolent Association Local 160 (PBA) for certain employees of the Township; and

WHEREAS; the existing agreement between the Township and the PBA expired on December 31, 2021; and

WHEREAS; the Business Administrator representing the Township of North Brunswick and the PBA 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 3rd 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 PBA 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 PBA.

Justine Progebin
Business Administrator

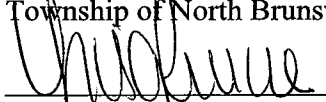
Ronald Gordon, Esq.
Township Attorney
Approved as to legal form

Resolution # _____

RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
MEHTA	✓			
LOPEZ	✓			
GUADAGNINO	✓			
ANDREWS 1	✓			
SOCIO 2	✓			
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 3, 2022.



Lisa Russo
Township Clerk

**MEMORANDUM OF AGREEMENT BY AND BETWEEN
THE TOWNSHIP OF NORTH BRUNSWICK AND PBA 160**

Whereas, the Township of North Brunswick (the "Township") and PBA Local 160 (the "PBA") are parties to a Collective Bargaining agreement that expires on December 31, 2021; and

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

Now, Therefore, It Is Agreed by the Township and the PBA 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 Policemen's Benevolent Association Local 160 (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:

Each officer working on the four-four schedule shall work 20 hours of in-service training per contract year. Such training shall be conducted in minimum blocks of five (5) hours.

For example, if an officer is scheduled for training at the range and such training lasts six (6) hours, the officer shall be deemed to have worked ten (10) hours, with the one (1) additional hour to be considered a block of five (5) hours. In-service training shall not be schedule with less than seven (7) days' notice.

ARTICLE XVIII HEALTH, LIFE, AND DENTAL INSURANCE BENEFITS

Item A. Section 1. 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. DENTAL Section 1. – 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 F. – 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 G. - 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.

Article XIX. Compensation. A. - Replace with the following language:

The salary schedule for years 2022, 2023, 2024 and 2025 are set forth in Schedule A and Schedule A1, attached hereto. Salary increases shall be added to the **base** salary with the exception of 2022, in which the 3.5% shall be calculated before the Clothing allowance is rolled into the base and eliminated.

- Personnel hired before January 1, 2018, the **base** salary outlined in Schedule A shall be adjusted to include: *Longevity** + *Educational* incentive "\$20/Credit" + *Index*** for an **adjusted base** but shall not include On-call pay.

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) x Longevity % based on years of service

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

- For personnel hired on or after January 1, 2018, the **base** salary outlined in Schedule A1 shall be adjusted to include: *Educational* incentive "\$20/Credit" for an **adjusted base** but shall not include On-call pay.

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**.

Officers scheduled to be on-call shall be compensated as outline 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 XIX. COMPENSATION

Item E. - Replace with the following language:

Field Training Officer (FTO) pay – For any officer who is selected by the **Police Chief, in the absence of a Police Director** or their designee to become a Field Training Officer and who attains and retains all of the certification and training for this function as determined by the New Jersey Police Training Commission, shall receive additional compensation when assigned to actual Field Training Officer duties with a new officer.

The Payment to the FTO for each completed full shift of training shall be one hour of additional pay at the officer's straight pay rate.

Documentation of approval by the **Police Chief in the absence of a Police Director** or their designee for FTO pay shall be processed and submitted to Finance in the same pay period as the pay period in which the FTO training occurred.

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 B. - 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 G.- Remove the language

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. 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 D. - Replace with the following language:

Shifts shall be selected once per annum and selection shall be based on seniority. The **Police Chief in the absence of a Police Director** or his designee shall have the right to assign any officer with less than one (1) year seniority as the **Police Chief in the absence of a Police Director** determines fit.

ARTICLE XXIX WORK SCHEDULE

Item F. – Replace the last paragraph 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 and 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 F. – 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 PBA Local 160 and by the Mayor and Council of the Township of North Brunswick.

SCHEDULE A. Hired before January 1, 2018

Schedule A

Year	2022	2023	2024	2025
% Incr.	3.50%	3.00%	3.00%	3.00%
Academy	\$52,286	\$53,855	\$55,471	\$57,135
Yr.1	\$57,838	\$59,574	\$61,361	\$63,202
Begin Yr.2	\$75,634	\$77,903	\$80,240	\$82,647
Begin Yr.3	\$83,892	\$86,409	\$89,001	\$91,671
Begin Yr.4	\$92,151	\$94,916	\$97,763	\$100,696
Begin Yr.5	\$100,407	\$103,419	\$106,521	\$109,717
Begin Yr.6	\$108,666	\$111,925	\$115,283	\$118,742
Begin Yr.7	\$116,923	\$120,430	\$124,043	\$127,765
Begin Yr.8	\$125,181	\$128,936	\$132,804	\$136,788

SCHEDULE A1. Hired after January 1, 2018**Schedule A1**

	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

PBA LOCAL 160

TOWNSHIP OF NORTH BRUNSWICK

Dated: _____

Dated: _____

Council Action: Date _____

Resolution No. _____