

**A RESOLUTION OF THE TOWNSHIP OF NORTH BRUNSWICK
AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT WITH THE
RWDSU LOCAL 108 – BLUE COLLAR DIVISION, WITH A TERM
JANUARY 1, 2018 THROUGH DECEMBER 31, 2021**

WHEREAS; the Township of North Brunswick has previously recognized the bargaining unit know as RWDSU Local 108 – Blue Collar Division for certain employees of the Township; and

WHEREAS; the existing agreement between the Township and RWDSU Local 108 – Blue Collar Division expired on December 31, 2017; and

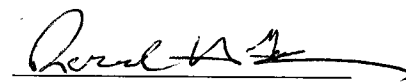
WHEREAS; the Business Administrator representing the Township of North Brunswick and RWDSU Local 108 – Blue Collar Division have agreed to terms and conditions for a new collective bargaining agreement between the two parties effective January 1, 2018 through December 31, 2021, as contained in the attached 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 4th day of March, 2019 the Township Council of the Township of North Brunswick hereby authorizes the Mayor or Business Administrator to execute a new collective bargaining agreement between the Township and RWDSU Local 108 – Blue Collar Division with a term effective January 1, 2018 through December 31, 2021; and

BE IT FURTHER RESOLVED a copy of this Resolution along with the Executed Agreement will be forwarded to RWDSU Local 108 – Blue Collar Division.

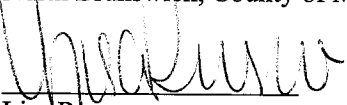

Kathryn Morzo
Business Administrator


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

RECORDED VOTE:

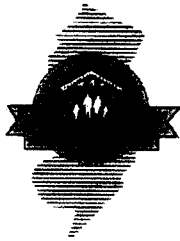
COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
LOPEZ	<input checked="" type="checkbox"/>			
ANDREWS	<input checked="" type="checkbox"/>			
CORBIN	<input checked="" type="checkbox"/>			
DAVIS 2	<input checked="" type="checkbox"/>			
SOCIO 1	<input checked="" type="checkbox"/>			
GUADAGNINO	<input checked="" type="checkbox"/>			
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 March 4, 2019.



Lisa Russo
Township Clerk

C: K. Manzo
S. Brown
J. Pungelin
J. Whalen



Kathryn Monzo, Business Administrator
Township of North Brunswick
710 Hermann Road
North Brunswick, New Jersey 08902
Telephone: 732-247-0922, ext 435
Email: kmonzo@northbrunswicknj.gov

Confidential Memorandum

Date: January 11, 2019

From: Kathryn Monzo, Business Administrator

Re: Memorandum of Understanding: RWDSU Local 108-Blue Collar Division

Below are the proposed changes to the most recent contract that ended 12/31/2015, and the MOU ending 12/31/2017.

- 1) **Article I – Recognition and Non-Discrimination:** The Township is supportive of recognizing and adding titles to be recognized by this bargaining unit. All recognized titles and salary ranges will be listed in Schedule B.
- 2) **Article II – Hours of work and overtime:**
 1. Amend Paragraph 1 as follows:
 - “1. The normal work week shall be defined as follows:
 - a. For all workers, Monday through Friday, inclusive, shall be forty (40) hours per week, ~~consisting of eight (8) hours per day, 8:00 A.M. to 4:30 P.M.;~~”
- 3) **Article III – Overtime Meals:**
 1. Amend Paragraph 1 as follows:
 - “1. The Township will provide meals for employees working emergency overtime, if such work continues past 12:00 midnight and/or past 6:00 A.M. and/or past 6:00 P.M. The Township may, in lieu of providing meals, provide a meal allowance of ~~Six Dollars and Fifty cents (\$6.50)~~ Ten Dollars (\$10.00) per meal.”
- 4) **Article IV: Work Assignments:**
 1. Replace paragraph 3 as follows:
 - “3. When an employee is assigned the work of a higher classification, (out-of-title work), the employee shall be paid an additional hourly rate for the time worked as follows:

Assigned in place of a Truck Driver	\$0.74/hour
Assigned in place of an Equipment Operator	\$1.21/hour
- 5) **Article V: Wages and Other Compensation:** Replace paragraphs 1, 3 and 4 as follows:

1. For all current employees who are employed in covered positions on the effective date of each year's increase the following wage increases shall be added to their base pay:

<u>Year</u>	<u>Cost of Living Increase</u>
1/1/2018	2%
1/1/2019	2%
1/1/2020	2%
1/1/2021	2%

The percentage increases shown above shall be added to the base salary of each employee employed as of December 31, 2017. The 2018 increase will be added after making adjustments of longevity and stand-by pay and adding to 2017 base salary. Schedule A lists all employees and the increases for each year of the contract.

- a. The Township shall have the prerogative to establish the starting salary for each new employee within the authorized salary range for the position and said range is noted on Schedule A.
3. Uniform allowance – Employees shall be in uniform while on duty. Consistent failure of an employee to be in the approved uniform shall render an employee ineligible to receive their uniform allowance.
 - a. The uniform allowance shall be to cover the cost of uniform replacements and maintenance.
 - b. The uniform allowance shall be \$1,050, and shall be payable **annually** no later than March 31st for the preceding year upon written confirmation that the employee consistently complied with the mandate to wear the designated uniform throughout the preceding year.
 - c. The standard uniform shall consist of:
 - i. Short sleeve shirts with approved departmental logo for warm weather use
 - ii. Long sleeve shirts with approved departmental logo for cold weather use
 - iii. Blue denim jeans or khaki pants
 - iv. Sweatshirt in approved color and logo approved by the department
 - v. Cold weather coat
 - vi. Work boots with toe protection
 - vii. Rain/Snow boots, raincoats, and work gloves will continue to be provided by the Township at Township expense.
4. Stand-by pay: Employees shall receive a one-time amount of \$300 permanently added to their 2017 base pay. This compensation replaces any other special compensation for emergency responses. It is understood that all employees are expected to respond when

called for an emergency or an "all-call" event. If an employee fails to respond to one or more "all-call" events he/she may be subject to discipline.

6) **Article VI: Hospitalization and Other Benefits** – amend as follows:

1. Paragraph 1: The Union and the Township recognize that Chapter 78, Laws of 2011 regarding healthcare contributions for employees has expired, however both agree that employee contributions will remain the same for the duration of this contract. The Township will pay the current cost of said plans, subject to the co-payments and employee premium contributions as outlined in Chapter 78, Laws of 2011, which are shown below.

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

- b) Method of contribution-The contribution cited in paragraph a) above shall be made via payroll deductions from any employee who receives medical and/or prescription coverage. Employees who are on an approved leave of absence or not receiving a regular paycheck for other reasons, but who remain eligible for coverage by the Township's health care plan, must directly pre-pay the Township on a monthly basis in advance their mandated contribution. Failure to make timely payment may result in discontinuance of coverage.

- c) High Deductible Health Care Plan with Health Savings Account – For active employees who agree to enroll in a High Deductible Plan, currently AETNA4000 or NJDIRECT4000, in 2017 or thereafter, the Township will reduce the employee's mandated percentage contribution specified in the chart in Paragraph a) above by 50% of the amount shown, while the employee remains in the High Deductible Plan. For employees who enroll and remain in a High Deductible Plan, the Township will also offer a Health Savings Account in the name of the employee, to be used by the employee to dedicate a portion of their annual salary, currently on a tax exempt basis and/or as provided by Federal Law, toward eligible medical expenses as also determined by Federal Law. The maximum permitted amounts for 2018 are \$6,900 for employee/spouse/partner, employee and child, or family coverage and \$3,450 for single coverage. The maximum amounts and use of the Health Savings Account will be as permitted under Federal Law.
- d) Retirement health benefits – On or after January 1, 2018, for full-time employees who retire at age 55 or older with 30 years of service with the Township, or age 60 or older and who have 25 years of employment with the Township and enroll in a plan offered to local retirees as *are offered to other retired employees* by the Township's health care provider, the Township will pay the premium cost of employee medical and prescription coverage for the employee, and dependent coverage, with the Township's contribution not to exceed \$18,000 annually. The remainder premium, if any, shall be paid by the retiree (either through a pension deduction, or paid directly to the Township, whichever is directed by the State). 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. Dental benefits will not be provided to employees in retirement.

7) **Article VII: Longevity**

Replace paragraphs 1 and 2 with the following:

- 1. All employees as of 12/31/2018 shall receive a one-time payout of longevity and then there will be no further payouts of longevity. The amount of longevity being received as of 12/31/2017 shall be added to an employees base pay. This and the addition of stand-by pay become the base salary going forward. If an employee has not yet received a longevity stipend they will have \$250 added to their current base as a one-time addition. If during the term of this contract an employee was to receive an increase in longevity, that amount will be added to the 2017 base pay. Schedule B shows the salary and benefits of all employees under this proposal.

8) **Article IX: Sick and Personal Leave**

Amend paragraph 1 as follows:

- e. Retirement. Upon separation due only to retirement, employees shall be paid \$80.00 per day of an employee's daily wages for all unused sick days, capped at \$15,000.

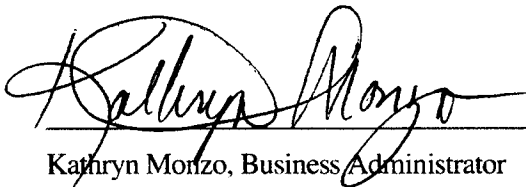
9) **Article XXXIV: Duration**

Contract duration: Four years covering January 1, 2018 through December 31, 2021.

The Township and the Union representatives express their tentative settlement for a new Collective Bargaining Agreement by affixing their signature below. This Memorandum of Agreement is subject to ratification by a vote of the Union membership, and is subject to a vote by the Governing Body to authorize this Agreement. If either party fails to ratify this Agreement, then each part reserves the right to modify, add, or delete any of the term provided in this proposal.

SIGNATORY PAGE


FOR THE TOWNSHIP OF NORTH BRUNSWICK:



Kathryn Morizo, Business Administrator


2-19-19
Date

FOR RWDSU LOCAL 108 – BLUE COLLAR:



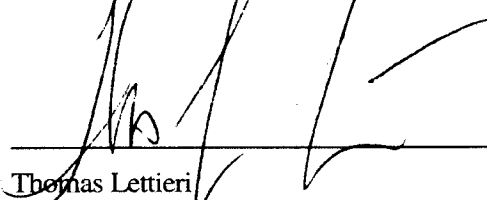
Joseph Whalen

2/19/19
Date



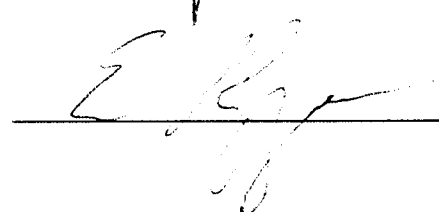
Daniel Krushinski

2/19/19
Date



Thomas Lettieri

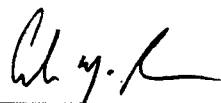
2/19/19
Date



2/19/19
Date

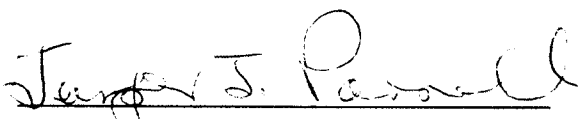
Eric Razzano

Date



Andrew Remm

2/19/19
Date



Jaspar Parrall

2-19-2019
Date

Schedule A - Final

Title	Last_Name	Hired	2017	New Base	2018	2019	2020	2021
Laborer 1	Carey	9/7/1982	57,466	61,788	63,024	64,285	65,570	66,882
	Depasquale	8/29/1978	57,466	61,788	63,024	64,285	65,570	66,882
	Fabian	4/25/2005	50,249	52,559	53,610	54,683	55,776	56,892
	Javick	3/23/2017	31,200	31,750	32,385	33,033	33,693	34,367
	Mayo	11/27/2017	31,200	31,750	32,385	33,033	33,693	34,367
	Rodriguez	1/22/2019				31,200	31,824	32,460
	Spagnola	2/25/2019				31,200	31,824	32,460
	Vitanza	2/2/1984	57,466	61,788	63,024	64,285	65,570	66,882
Yanchurak	11/2/2017	31,200	31,750	32,385	33,033	33,693	34,367	
			316,247	333,174	339,838	409,035	417,215	425,560
Truck Driver	Eiras	10/24/2016	40,000	40,550	41,361	42,188	43,032	43,893
	Lane	5/30/2006	51,819	54,192	55,276	56,381	57,509	58,659
	Lettieri	7/17/1989	59,136	63,575	64,847	66,143	67,466	68,816
	Moore	7/11/1989	59,137	63,576	64,848	66,145	67,467	68,817
	Vitelli	3/2/2009	45,002	46,652	47,586	48,537	49,508	50,498
	Whalen	8/22/2105	90,336	95,325	97,232	99,176	101,160	103,183
			345,429	363,870	371,148	378,571	386,142	393,865
Equipment Operator	Krushinski	8/18/1986	62,136	66,785	68,121	69,483	70,873	72,290
	Razzano	9/21/1987	62,136	66,785	68,121	69,483	70,873	72,290
			124,271	133,570	136,241	138,966	141,746	144,580
Mechanic Trainee	Gionotto	4/30/2018	31,200	31,500	32,130	32,773	33,428	34,097
			31,200	31,500	32,130	32,773	33,428	34,097
Senior Mechanic	Hand	4/6/2015	52,669	53,219	57,496	60,709	61,924	63,162
			52,669	53,219	57,496	60,709	61,924	63,162
Sewer Repairer 1	Georgianna	2/13/2017	45,000	45,550	46,461	47,390	48,338	49,305
	Reid	6/22/2016	39,224	39,774	40,569	41,381	42,208	43,053
	White	9/21/2006	53,740	56,189	57,313	58,459	59,629	60,821
			137,964	141,513	144,344	147,230	150,175	153,179
Sewer Repairer 2	Bazydlo	1/17/2012	51,700	52,500	53,550	54,621	55,713	56,828
			51,700	52,500	53,550	54,621	55,713	56,828
Maintenance Worker-Grounds 1	Brown	11/16/2015	32,460	33,010	33,671	34,344	35,031	35,732
	Gicherman	8/7/2017	32,000	32,550	33,201	33,865	34,542	35,233
	Grammatico	6/23/2015	32,460	33,010	33,671	34,344	35,031	35,732
	Prinzivalli	10/23/2003	56,971	59,550	60,741	61,956	63,195	64,459
	Remm	9/20/2007	47,869	50,083	51,085	52,107	53,149	54,212
	Russo	1/17/2012	37,546	38,346	39,113	39,895	40,693	41,507
	Scasserra	9/6/2005	56,971	59,550	60,741	61,956	63,195	64,459
			296,278	306,100	312,222	318,467	324,836	331,333
Grand Total			1,355,757	1,415,447	1,446,969	1,540,372	1,571,179	1,602,603

Schedule A - Final (corrected 2-27-2019)

Title	Last_Name	Hired	2017	New Base	2018	2019	2020	2021
Laborer 1	Carey	9/7/1982	57,466	61,788	63,024	64,285	65,570	66,882
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	Vitanza	2/2/1984	57,466	61,788	63,024	64,285	65,570	66,882
	Yanchurak	11/2/2017	31,200	31,750	32,385	33,033	33,693	34,367
	Whalen, L	11/2/2017	31,200	31,750	32,385	33,033	33,693	34,367
			347,447	364,924	372,223	442,067	450,909	459,927
Truck Driver	Eiras	10/24/2016	40,000	40,550	41,361	42,188	43,032	43,893
	Lane	5/30/2006	51,819	54,192	55,276	56,381	57,509	58,659
	Lettieri	7/17/1989	59,136	63,575	64,847	66,143	67,466	68,816
	Moore	7/11/1989	59,137	63,576	64,848	66,145	67,467	68,817
	Vitelli	3/2/2009	45,002	46,652	47,586	48,537	49,508	50,498
	Whalen, J	10/19/1987	59,136	63,575	64,847	66,143	67,466	68,816
				314,229	332,120	338,763	345,538	352,449
Equipment Operator	Krushinski	8/18/1986	62,136	66,785	68,121	69,483	70,873	72,290
	Razzano	9/21/1987	62,136	66,785	68,121	69,483	70,873	72,290
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	Prinzivalli	10/23/2003	56,971	59,550	60,741	61,956	63,195	64,459
	Remm	9/20/2007	47,869	50,083	51,085	52,107	53,149	54,212
	Russo	1/17/2012	37,546	38,346	39,113	39,895	40,693	41,507
	Scasserra	9/6/2005	56,971	59,550	60,741	61,956	63,195	64,459
			296,278	306,100	312,222	318,467	324,836	331,333
Grand Total			1,355,757	1,415,447	1,446,969	1,540,372	1,571,179	1,602,603