

**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, 2018 THROUGH DECEMBER 31, 2020**

**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

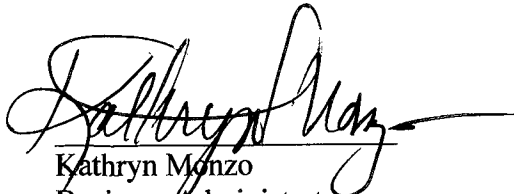
**WHEREAS;** the existing agreement between the Township and AFSCME Council 73 AFL-CIO Local 3834 expired on December 31, 2017; and


**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 January 1, 2018 through December 31, 2020, 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 5th day of August, 2019 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 January 1, 2018 through December 31, 2020; 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.

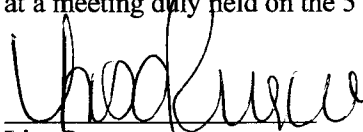
  
 Kathryn Monzo  
 Business Administrator

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

**RECORDED VOTE:**

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
LOPEZ	✓			
ANDREWS	✓			
CORBIN	✓			
DAVIS 2	✓			
SOCIO 1	✓			
GUADAGNINO	A			
MAYOR WOMACK				

I hereby certify that the above Resolution was duly adopted by the Township Council of North Brunswick at a meeting duly held on the 5<sup>th</sup> day of August 2019.

  
 Lisa Russo  
 Township Clerk

## Memorandum of Agreement

The parties in the Township of North Brunswick (hereinafter "Township") and AFSMCE Local 3834 – Supervisors Unit (hereinafter "Union") agree as follows:

1. Duration: This contract shall commence on January 1, 2018, and shall expire on December 31, 2020.
  
2. Salary:
  - a.) Effective January 1, 2018, the base salaries of the Union, shall be increased by 2.00%.
  - b.) Effective January 1, 2019, the base salaries of the Union, shall be increased by 2.00%.
  - c.) Effective January 1, 2020, the base salaries of the Union, shall be increased by 2.00%.
  - d.) The above increases are retroactive to the date(s) referenced above, when applicable.
  
3. Article VIII – Hospitalization and Welfare Benefits (1d & NEW 2<sup>nd</sup> Paragraph):

**(1d) ADD and AMEND as follows-**

  - 1<sup>st</sup> Paragraph: "On or after December 31, 2019..."
  - NEW 2<sup>nd</sup> Paragraph: "Effective as of the date of this Memorandum of Agreement, 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 (ie- *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. The Township agrees to increase all employees within the union as of January 1, 2018, to the next highest "thousandth" dollar place on each of the employee's individual salary level. For example, *John Smith earning \$80,573 currently, will be rounded to \$81,000.*

5. Both parties agree that there will be a Salary Range scale added to the contract, provided for each of 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:

Assistant Supervisor: \$65,000-\$75,000  
Supervising Mechanic: \$75,000-\$85,000  
Supervisors: \$80,000-90,000

6. Both parties agree that the previous Memorandum of Agreement – memo dated July 25, 2016 (attached hereto as “Exhibit B,”) MUST be executed along with this current MOA, and thus the terms and conditions of the previous Memorandum of Agreement need to be incorporated into a final updated and printed contract.
7. Upon ratification of this MOA by both parties, the following Unfair Labor Practice charges (UPC’s) shall hereby be withdrawn, *without* prejudice by each side:

CO-2019-018  
CE-2019-013

A representative of each party should notify the appropriate PERC Staff Agent handling the charge(s) in writing that the UPC’s referenced above have been withdrawn.

8. Since there are three potential increases occurring to the union employees current base salary levels (*ie-any longevity level that would have been attained through December 31, 2019, being rolled into base salary, and then Longevity eliminated-see Exhibit A; the rounding to the next highest thousandth dollar level; and the negotiated percentage increase*), it is important to note how the increases will take effect. The base salary as of January 1, 2018, shall be rounded up to the next highest “thousandth” dollar amount first; then the appropriate Longevity level that would have been attained in this contract shall be added to the rounded base salary, thus, determining a new base salary amount (inclusive of Longevity); and then, the negotiated salary percentage shall be applied for that year, as stated in section 2 of this Memorandum of Agreement.
9. All parties acknowledge these terms and conditions are subject to ratification, and the mediator retains jurisdiction.
10. All parties agree to recommend for ratification the terms and conditions contained herein to their respective constituents.
11. All terms and conditions previously agreed upon shall remain settled and incorporated into the new agreement. (See the documents attached hereto, labeled “Exhibit A” and “Exhibit B” as said terms and conditions).

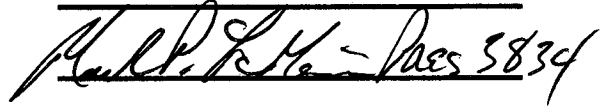
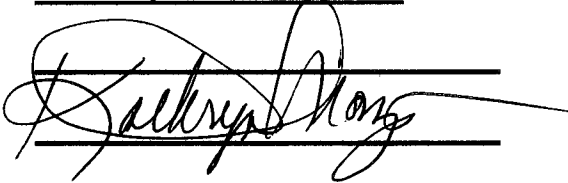
12. All other terms and conditions not contained herein shall remain status quo.

13. All other proposals are hereby withdrawn by both parties.

Date: July 26, 2019

**Township of No. Brunswick**

**AFSCME Local 3834 - Supvrs**



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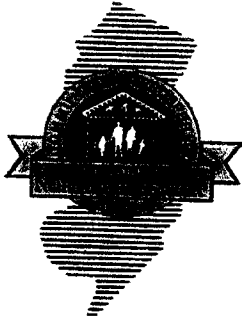
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**Kathryn Monzo, Business Administrator**  
**Township of North Brunswick**  
**710 Hermann Road**  
**North Brunswick, New Jersey 08902**  
**Telephone: 732-247-0922, ext 435**  
**Email: kmonzo@northbrunswicknj.gov**

"Exhibit A"

January 21, 2019

**Agreed items:**

- Article 2, Sect 2D, Delete Sect 3 entirely
- Article 3 Overtime meals: change \$6.50 to \$10
- Article 5 Eliminate performance pay but keep performance reviews
- Article 7 On call \$3,000 added to base pay.
- Article 11: Sick leave; sect 3:
  - Replace "as designated in writing" with "or his/her designee"
  - Replace 1 hour with ½ hour
- Article 12: Personal leave- Add wording that says: "In the event of an emergency, at the Director's discretion"
- Article 14, Sect 3, Reduce notification to 3 days and add wording "for 2 or more consecutive vacation days"
- Longevity: Roll 2017 longevity \$\$ into base salary and eliminate going forward.

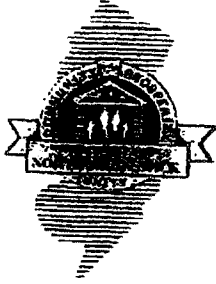
**Bereavement**

- a. Five (5) working days' leave per incident shall be allowed for death of a spouse, civil union partner, person, partner, or significant other who resides permanently in the same residence, child, stepchild, parent, grandparents, siblings, father-in-law, mother-in-law, daughter/son-in-law.
- b. One (1) day leave per incident for aunts, uncles, nephews, nieces, brothers and sisters-in-law.

**Admin Proposal:**

Salary increase: 2% per year; 3- year contract

Healthcare for active employees: No change in healthcare contribution (continue using Ch. 78 grid at year 4)



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**Township of North Brunswick**  
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"Exhibit B"

### **Confidential Memorandum**

**Date:** July 25, 2016

**To:** Brad Pastrick, President – AFSCME Local 3834  
Robert Bongiovi, Maintenance Worker 3 - Grounds  
Steven Bloyed, Sewer Repairer Supervisor

**From:** Kathryn Monzo, Business Administrator

**CC:** Francis Mac Womack III, Mayor  
Ron Gordon, Esq. – Township Attorney  
Justine Progebin, Assistant Business Administrator  
Sonia Brown, Personnel Officer  
Eric Chaszar, Director – Public Works  
Lou Ann Benson, Director – Parks, Recreation and Community Services

**Re:** AFSCME Local 3834 – Proposed Memorandum of Agreement – 7.25.16

Based on our meeting on July 20, 2016, I have used Rob Lombard's Proposed Memorandum of Agreement from 5-31-16, and added some wording and information in Article VIII only. The rest is unchanged from the prior memorandum, but I have repeated here for purposes of clarity.

1. **Term** - The proposed term of this Agreement will be for 2 years: 1/1/2016 through 12/31/2017.
2. **Article I – Recognition and Non-Discrimination:** Add "Sewer Repairer Supervisor" to list of job titles.
3. **Article III – Overtime Meals:**
  - a. Amend Paragraph 1 to read:  
"1. For every six hours of consecutive overtime hours worked, the Township may, in lieu of providing meals, provide a meal allowance of six dollars and fifty cents (\$6.50) per meal."

4. **Article V – Wages and Other Compensation:** Amend paragraph 1 to provide the following:

<u>Effective date</u>	<u>Salary Increase</u>	<u>Performance Review Pay</u>
i. 1/1/2016	2.0%	2.0%
ii. 1/1/2017	2.0%	2.0%

5. **Article VIII – Hospitalization and Welfare Benefits:** Amend paragraph 1 to read:

1a. **Employee contribution to medical and prescription premium costs.** Pursuant to Chapter 78, Laws of 2011, the following contribution rates will be deducted from employee's annual base pay toward the employee's selected medical and prescription health care plan:

\*Note: Below is the table provided by the State of New Jersey, and comes directly from Chapter 78 Laws of 2011. The table cannot be modified except by further state law and will remain in effect during the length of this contract.

<u>Salary Range</u>	<u>Single Coverage</u>	<u>Parent/Child or Emp/Sp/Prtmr Coverage</u>	<u>Family Coverage</u>
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%

These percentage contribution rates shall remain in effect through December 31, 2017, 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.

1b. **Method of contribution** - This contribution cited in paragraph a. 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 will result in discontinuance of coverage.

1c. **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 percentage shown, while the employee remains in the High Deductible Plan. For active employees who enroll and remain in a High Deductible Plan, the Township will also offer a Health Savings Account (HSA) 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 or as provided by Federal Law in the future, toward eligible medical expenses as also determined by Federal Law. The maximum permitted amounts for 2016 are \$6,750 for employee/spouse/partner, employee and child, or family coverage and \$3,350 for single coverage. The maximum amounts and use of the Health Savings Account will be as permitted under Federal Law.

1d. **Retirement Health Benefits** - On or after January 1, 2017, 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.

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New JMA P

6. **Article X - Death in Family** - Amend both paragraphs to read:

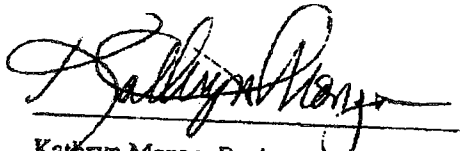
1. Members shall be entitled up to five (5) days of Bereavement Leave from the work week with pay in the event of a death in the immediate family. Leave shall be taken and calculated on a calendar basis from date of death or date of the funeral, at the option of the member. The immediate family shall be defined as father, mother, spouse, children, grandparents, sister, brother, father-in-law, mother-in-law, son-in-

- law, daughter-in-law, stepchild, or person residing full-time in the same residence in a legally qualifying relationship (domestic partner or civil union).
- 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.

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 party reserves the right to modify, add, or delete any of the terms provided in this proposal.

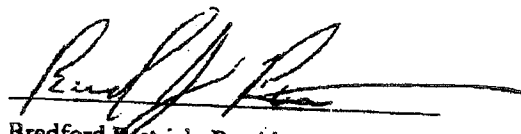
**SIGNATORY PAGE**

**FOR THE TOWNSHIP OF NORTH BRUNSWICK:**


  
Kathryn Monzo, Business Administrator

9-21-16  
Date

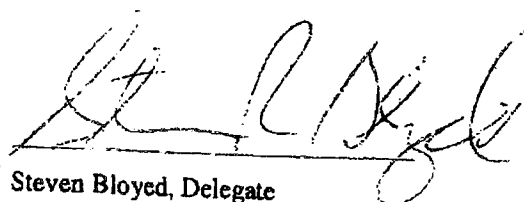
**FOR AFSCME COUNCIL 73 LOCAL 3834:**

  
Bradford Bastrick, President


9/21/16  
Date

  
Robert Bongiovi, Delegate

\_\_\_\_\_  
Date

  
Steven Bloyed, Delegate

9-21-2016  
Date

  
Chris Gianotto, Delegate

9-21-2016  
Date