

**A RESOLUTION AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE TOWNSHIP OF NORTH BRUNSWICK AND  
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION (FMBA), LOCAL 71  
WITH A TERM JANUARY 1, 2018 THROUGH DECEMBER 31, 2021**

**WHEREAS;** the Township of North Brunswick has previously recognized the bargaining unit know as the Firemen's Mutual Benevolent Association (hereinafter "FMBA), Local 71 for certain employees of the Township; and

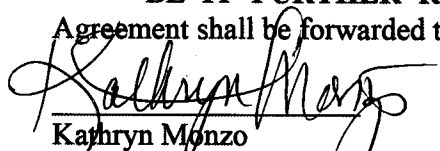
**WHEREAS;** the existing agreement between the Township and FMBA Local 71 expired on December 31, 2017; and

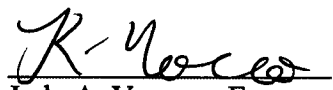
**WHEREAS;** the Business Administrator representing the Township of North Brunswick and FMBA Local 71 have agreed to terms and conditions for a new collective bargaining agreement between the two parties for the period January 1, 2018 through December 31, 2021, as contained in the attached Memorandum 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 16th day of December, 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 FMBA Local 71, with a retroactive term that commenced January 1, 2018 through December 31, 2021; and

**BE IT FURTHER RESOLVED** a copy of this Resolution along with the Executed Agreement shall be forwarded to FMBA Local 71.

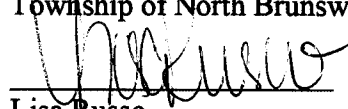
  
Kathryn Monzo  
Business Administrator

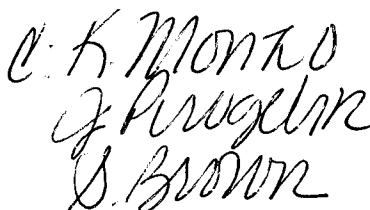
  
Judy A. Verrone, Esq.  
Township Attorney  
Approved as to legal form

**RECORDED VOTE:**

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
LOPEZ	A			
ANDREWS	✓			
CORBIN	✓			
DAVIS 2	✓			
SOCIO	A			
GUADAGNINO 1	✓			
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 December 16, 2019.

  
Lisa Russo  
Township Clerk







**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**

## Memorandum of Agreement

**To:** Daryle Masters, Union Steward - FMBA Local 71  
Brian Wright  
**From:** Kathy Monzo, Business Administrator  
**CC:** Judy Verrone, Esq. – Township Attorney  
Justine Progebin, Assistant Business Administrator  
Sonia Brown, Personnel Officer  
Michael Hritz, Director – Community Development

**Date:** December 9, 2019

**Re:** FMBA Local 71 – Memorandum of Agreement

The Township and Union representatives have reached a tentative settlement, as contained in this document, for a new collective bargaining agreement. The following paragraphs constitute the agreed-upon amendments to the collective bargaining agreement which expired on December 31, 2017. This tentative settlement is subject to ratification by a vote of the Union's membership and authorization by the Township Council of North Brunswick.

### **A. Article II – Hours of Work and Overtime**

Amend as follows:

The work week shall be forty (40) hours. The work day shall begin and end at approximately the same hours as generally prescribed for other employees in the Municipal Building. ~~From Monday to Friday, overtime shall be paid for any hours worked in excess of 40 hours at one and one half (1.5) times the hourly rate of base pay.~~ In accordance with the federal Fair Labor Standards Act, the Township shall pay overtime compensation to non-exempt employees when they "work" in excess of 40 hours per week, at an hourly rate of not less than one and one-half times their regular rate of pay. The term work shall mean "actually worked"; rather than time spent in a pay cycle when no work is performed, i.e. sick/vacation.

### **B. Article III – Overtime Meals**

Eliminate in its entirety.

**C. Article V - Wages:** Replace paragraphs 2, 3, and 4 with the following:

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

<u>Year</u>	<u>Cost of Living Increase</u>
1/1/2018	2.0%
1/1/2019	2.0%
1/1/2020	2.0%
1/1/2021	2.0%

Performance Pay is eliminated; however annual evaluations will still be administered.

The Department Director, the employee’s supervisor, and the employee shall meet in December of each year to discuss and plan the employee's Annual Goals for the next year and to assess his/her success in achieving their goals in the year about to end. The Director shall have final say in establishing best practices and in setting the goals for each member. The Director shall forward documentation of the evaluation and goals to the Personnel office, and take into account the limitations of personnel and other resources, such as equipment, outside services, and/or materials, which may have impacted the year about to end or may impact the upcoming year in setting Annual Goals. Annual Goals shall include:

- a) evaluation of the employee’ effectiveness in completing his/her assigned tasks.
- b) personal conduct, including the employee's general demeanor, integrity, and appearance, and interaction with residents.
- c) teamwork, including the employee's responsiveness, communication, and support for superiors and co-workers, and commitment to the Department’s mission,
- d) the employee's initiative in recommending and implementing improvements to operations.”

“3. **Additional compensation:** The Township will pay to any member, who maintains an arson investigator certification, who is certified and qualified pursuant to the rules and regulations of New Jersey Division of Fire Safety, and who regularly responds in seniority

rotation to calls requiring an arson investigation, an annual stipend of \$2,000.00 which will be paid by January 31 of the succeeding year.”

“4. The Township will provide each member’s initial work uniform and will replace any part of a uniform, if damaged while on the job. ~~The Township will provide a uniform maintenance allowance to be paid for maintenance of uniforms and replacement of uniforms due to normal wear and tear. The allowance is \$1,000 per year and will be paid by April 1 of each year.~~”

**D. Article VI – Hospitalization and Other Benefits:** Amend the entire Article to read as follows:

1a. Pursuant to Chapter 78, Laws of 2011, the Township will provide current employees a major medical/hospitalization plan, prescription plan, and dental plan substantially similar to the plans in effect on 12/31/17. The Township will pay the current cost of said plans, subject to the co-payments in the Plan and employee premium contributions as outlined in Chapter 78, Laws of 2011, which are shown below:

Salary Range For current employees	Single Coverage	Parent/ Child or Employee/spouse employee/partner 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%

1b. **Method of contribution** – The contribution cited in the paragraph above shall be made via payroll deductions from any active employee who receives medical and/or prescription

coverage and via pension deductions for any retired employee eligible to receive health benefits in accordance with this Article. 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. High Deductible Plan with Health Savings Account Option** - 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 1a 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 2019 are \$7,000 for employee/spouse/partner, employee and child, or family coverage and \$3,500 for single coverage. The maximum amounts and use of the Health Savings Account will be as permitted under Federal Law.

~~1d. The Township, in addition to providing the existing health care coverage for current employees subject to this agreement, will provide retention of health benefits to retiring employees with 25 years of employment with the Township. The 25 year requirement shall apply to employees hired after January 1, 2007 who opt to continue their health care coverage with the Township's healthcare provider. Employees covered by the contract as of the date of the 2007 Agreement will qualify for this benefit with 20 years of employment with the Township. The Township shall directly pay the premium costs for the health care plan in the eligible employee's behalf for retirement benefits coverage (medical health benefits and prescription benefits, not dental) for the employee and his/her spouse, except for the retiree health benefit contributions mandated by Chapter 78, laws of 2011 and shown above in paragraph a. The employee shall be responsible for costs for other dependents to participate in the health care plan then in effect and as such plan may allow.~~

~~i. When the employee becomes eligible for Medicare coverage, the Township contribution for employee and spouse health benefits coverage shall cease.~~

~~ii. To help defray the cost of this enhanced benefit, the employee shall be responsible to pay, via salary deductions during active service, 0.5% (one half of one percent) of their base salary (salary not including longevity pay). The employee share shall increase by .5% (one half of one percent) of base salary each year thereafter. For example, if this expanded benefit were to theoretically begin on January 1, 2007, the payroll deduction for each employee in 2007 would be .5% (one half of one percent) of the employee's 2007 annual base salary. On January 1, 2008, the payroll deduction would increase .5% from .5% to 1% (one percent) of base salary for 2008.~~

Retirement health benefits – On or after January 1, 2018, for full-time employees who retire at age 55 or older (eligibility requirements on the chart identify by age, the required number of years the employee must have been employed with the Township, regardless of pensionable service years), and satisfy the State law's pension service credit requirement as governed in N.J.S.A. 40A:10-23,

Age	Yrs w/ Twp	Age	Yrs w/ Twp
55	25	61	19
56	24	62	18
57	23	63	17
58	22	64	16
59	21	65	15
60	20		

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.

2. Effective May 21, 2010, employees may opt-out and waive their health benefit coverage if they are covered as a dependent in their spouse's and/or partner's health care plan, provided the spouse or partner is not a member of a State-sponsored health care plan (per statute, dual coverage of an employee and spouse in a State health care plan is no longer permitted). To be eligible, an employee must:

- i. Remain out of the plan for twelve (12) consecutive months, except under exigent circumstances.
- ii. Provide proof of alternate coverage (not provided by a State-sponsored health care plan -SHBP or SEHBP) of the employee.
- iii. If the employee opts back in because of emergent circumstances, the employee shall only receive a pro-rated portion of the savings. Otherwise, employees can only opt in during the annual open enrollment period.
- iv. If an employee waives health care coverage by the Township under these circumstances, the employee will be reimbursed 25 percent of the premium amount saved by the employer or \$5,000, whichever is less. An employee must waive coverage for the full calendar year to qualify for this reimbursement, which will be paid in January following the year of waiver. Coverage may be resumed if the spouse's or partner's dependent coverage is no longer in effect.
- v. There shall be a Chapter 125 Flexible Spending Account (FSA) as to reimbursement in lieu of benefits.

3. The Township agrees to contribute the sum of Three Hundred Eighty Four Dollars and Ninety-Six Cents (\$384.96) annually for each single employee without dependents and Four Hundred Dollars and no cents (\$400.00) for each single employee with dependents

for the purchase of dental insurance coverage as per past practice. The employee shall continue to pay any additional costs for the program over that sum.

4. In the event a member of the bargaining unit is killed in the line of duty, full health, prescription, and dental benefits under this section shall be provided to the employee's then current spouse and dependents until the employee's spouse remarries or becomes eligible for Medicare and for the employee's dependents upon they reach the age of 21.

Replace paragraph 5 with the following:

5. Medical, prescription drug coverage and dental plans offered shall be substantially similar to plans offered to other full-time employees covered under collective bargaining agreements.

#### **E. Article VII – Longevity**

Replace entire article with the following:

1. All members 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 employee's base pay. This shall become the base salary going forward. If an employee has not yet received a longevity stipend they will have \$200 added to their current base as a one-time addition. If during the term of this contract a member was to receive an increase in longevity, that amount will be added to the 2017 base pay.

#### **F. Article IX – Sick and Personal Leave**

Replace paragraph 8 as follows:

8. Upon separation, due to retirement from employment with the Township of North Brunswick, an employee may sell back accumulated sick leave time at 33% of the hourly rate of pay, at the rate of pay the time was earned, up to a maximum payment amount of \$15,000.

**G. Article X - ~~Death in Family~~ Bereavement Leave**

1. Replace the entire article with the following:


Members shall be entitled up to five (5) work days of bereavement leave with pay in the event of a death in the immediate family. 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, partner, or significant other who resides permanently in the same residence.

Employees 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, sister-in-law, or grandparent-in-law."

Employees 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.

The Parties place their signature below to reflect their Agreement with the proposed changes for a new Collective Bargaining Agreement.

**For the Township:**

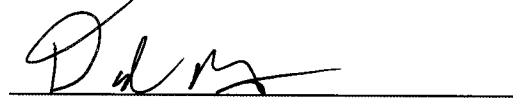
  
\_\_\_\_\_

Kathryn Monzo, Business Administrator

12-16-19

Date


**For FMBA Local 71:**

  
\_\_\_\_\_

Daryle Masters, Delegate

12/16/19

Date

  
\_\_\_\_\_

Brian Wright, Delegate

12-16-19

Date