

A RESOLUTION AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT WITH THE RWDSU LOCAL 108 – SCHOOL CROSSING GUARD ASSOCIATION, WITH A TERM COMMENCING JANUARY 1, 2016 THROUGH DECEMBER 31, 2017

WHEREAS; the Township of North Brunswick has previously recognized the bargaining unit know as RWDSU Local 108 – School Crossing Guard Association for certain employees of the Township; and

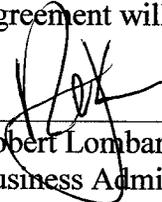
WHEREAS; the existing agreement between the Township and RWDSU Local 108 – School Crossing Guard Association expired on December 31, 2015; and

WHEREAS; the Business Administrator representing the Township of North Brunswick and RWDSU Local 108 – School Crossing Guard Association have agreed to terms and conditions for a new collective bargaining agreement between the two parties effective January 1, 2016 through December 31, 2017, as contained in the attached Memorandum of Agreement; and

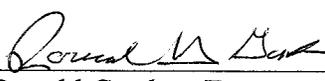
WHEREAS; the Business Administrator hereby recommends to the Governing Body execution of a new collective bargaining agreement consistent with the provisions outlined within the Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED on this 7th day of March, 2016 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 RWDSU Local 108 – School Crossing Guard Association for a term commencing January 1, 2016 through December 31, 2017; and

BE IT FURTHER RESOLVED a copy of this Resolution along with the Executed Agreement will be forwarded to RWDSU Local 108 – School Crossing Guard Association.



 Robert Lombard
 Business Administrator

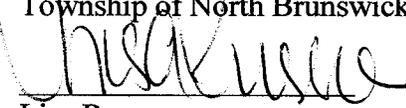


 Ronald Gordon, Esq.
 Township Attorney
 Approved as to legal form

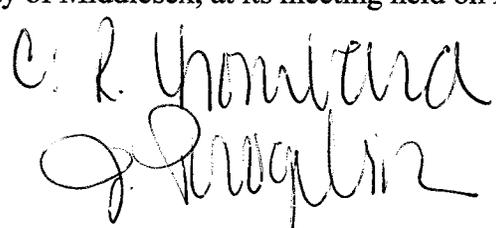
RECORDED VOTE:

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
NARRA	✓			
NICOLA 2	✓			
ANDREWS	A			
DAVIS	✓			
SOCIO 1	✓			
CORBIN	✓			
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 7, 2016.



 Lisa Russo
 Township Clerk



Township of North Brunswick
710 Hermann Road
North Brunswick, NJ 08902

Memorandum

DATE: March 7, 2016

TO: Jasper Parnell, Business Agent – Local 108 (School Crossing Guards)
Dorothy Caruso, union representative
Lisa Marmurczak, union representative
Margaret Reville, union representative

FROM: Robert Lombard, Business Administrator

CC: Francis Mac Womack III, Mayor
Justine Progebin, Assistant Business Administrator
Sonia Brown, Personnel Officer

SUBJECT: Local 108 (Crossing Guards) – Memorandum of Agreement

The collective bargaining agreement between the RWDSU Local 108 - School Crossing Guards Association expired on December 31, 2015. The Township and Union representatives have met and have tentatively agreed to a new collective bargaining agreement with the following changes:

1. **Article 11 - Wages**

a. Amend to read:

Substitute or Permanent Guards shall receive \$10.52 per hour for their first calendar year of employment. Substitute or Permanent Guards who have completed their first calendar year of service shall be paid according to the current step guide modified with the following changes and which shall be included as an exhibit in the final Agreement:

- i. Effective 1/1/2016 – 2.0% increase for covered employees employed on the effective date.
- ii. Effective 1/1/2017 – 2.0% increase for covered employees employed on the effective date.

2. **Article 12 – Longevity**

- a. Add new longevity step: 45 years of continuous service \$450.00

3. **Article 15: Sick Leave and Holidays**

- a. Amend Paragraph A to read:
 - a. Any permanent Crossing Guard shall be entitled to ten (10) paid sick leave days per annum.
 - b. Payment for unused sick time shall be paid at \$10 per day at retirement only, capped not to exceed \$15,000.
 - c. In the year that a Crossing Guard separates from employment with the Township, the ten paid sick days shall be prorated to the portion of the calendar year actually worked. If a Guard has exceeded their allotted sick leave in the year of separation, any excess sick days taken shall be converted to a dollar value based on current pay and deducted from a Crossing Guard's final pay.

4. **Article 16: Vacation**

- a. All newly hired permanent employees will receive five (5) vacation leave days in the first calendar year of employment, prorated to their hire date in the first year, and an additional five (5) vacation days will be added to their vacation leave at the start of their second calendar year, for a total of ten (10) vacation leave days. Each permanent Crossing Guard shall have ten (10) paid vacation days annually granted thereafter
- b. Unused vacation earned in one year may only be carried over to the next calendar year, which on December 31st of the next year shall be forfeited if still unused.
- c. In the year that a Crossing Guard separates employment from the Township, his/her paid vacation days shall be prorated to the portion of the calendar year actually worked. If a Crossing Guard has exceeded their allotted vacation leave in the year of separation, any excess vacation leave days taken shall be converted to a dollar value based on current pay and deducted from a Crossing Guard's final pay.
- d. Crossing guards who have accumulated vacation leave prior to January 1, 2016 may use such vacation or reserve their accumulated leave for future use.

- e. A Crossing Guard must provide his/her immediate supervisor with a written request to use their vacation leave at least five (5) working days in advance of such leave. Use of requested Vacation leave can be denied, but only for reasonable cause.

5. **Article 21: Health Benefits**

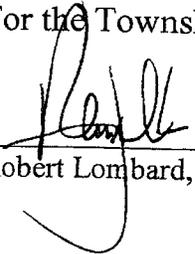
- a. Only permanent Crossing Guards hired prior to July 1, 1998 shall be eligible for medical, dental and prescription coverage under the Township's health care plan.
 - i. ~~Effective January 1, 2007 through December 31st, 2012~~ The Township shall be responsible to pay any premium cost above \$1,400.00 for employees with spouse or dependent coverage and any premium cost above \$600 for employees with single coverage.
 - b. ~~Effective January 1, 2005, in addition to the employee contribution outlined in item b above, employees who chose the traditional indemnity plan, now provided by Qualcare, shall also be responsible for any additional premium cost to the Township beyond the premium cost of the POS plan.~~
 - e. ~~Prescription Co Pays for eligible members shall be:~~
 - i. ~~Effective 1/1/2008:~~
 - 1. ~~\$ 8.00 co pay generic drugs~~
 - 2. ~~\$21.00 co pay brand name, formulary drugs~~
 - 3. ~~\$31.00 co pay brand name, non-formulary drugs~~
 - ii. ~~Effective 1/1/2009:~~
 - 1. ~~\$ 8.00 co pay generic drugs~~
 - 2. ~~\$25.00 co pay brand name, formulary drugs~~
 - 3. ~~\$40.00 co pay brand name, non-formulary drugs~~
 - iii. ~~Effective January 1, 2005,~~ For employees eligible for health benefits in accordance with paragraph a, the Township will contribute \$500.00 for eligible employees with single coverage and \$600.00 for an employee with spouse and/or dependent coverage toward the Township's dental plan cost.
 - iv. Employee contribution toward medical and dental plan premiums shall be deducted from each pay prorated based upon the annual contribution and the number of projected pays.

6. **Article 34: Duration**

a. Contract Duration: Two years covering January 1, 2016 through December 31, 2017.

The Township and Union representatives acknowledge that this tentative agreement is subject to ratification by the Union membership and approval by the Township Council of North Brunswick.

For the Township of North Brunswick:



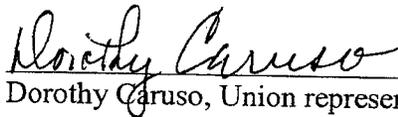
Robert Lombard, Business Administrator

3/7/16
Date

For RWDSU Local 108 (School Crossing Guards Association):

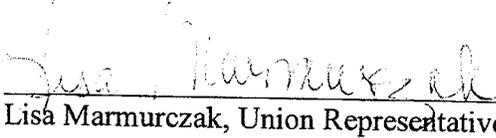
Jasper Parnell, Business Agent

Date



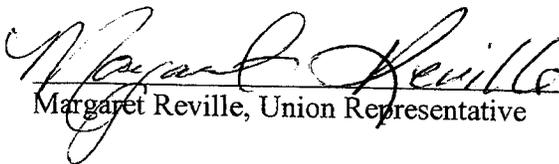
Dorothy Caruso, Union representative

3-7-16
Date



Lisa Marmurczak, Union Representative

3/7/16
Date



Margaret Reville, Union Representative

3/7/16
Date