

THE TOWNSHIP OF EWING

Municipal Complex
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Ewing, NJ 08628



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A RESOLUTION AUTHORIZING THE TOWNSHIP OF EWING (“TOWNSHIP”) TO ENTER A NEW COLLECTIVE BARGAINING AGREEMENT AS MODIFIED BY THE ATTACHED AGREEMENT WITH THE AFSCME Local 2472 (“AFSCME”) BEGINNING JANUARY 1, 2020 AND ENDING DECEMBER 31, 2023

Resolution #21R-67 WHEREAS, the Township of Ewing and the AFSCME are parties to a collective negotiations agreement (“Contract”) covering the period January 1, 2016 through December 31, 2019; and,

WHEREAS, the AFSCME and Township have engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for a successor contract; and,

WHEREAS, the Township and AFSCME have reached agreement on new terms and conditions for a successor contract which are subject to ratification by the members of the AFSCME and approval by the Mayor and Council of the Township; and,

WHEREAS, the negotiating committees for the Township and the membership of the AFSCME unanimously agree to recommend the agreement for ratification and approval.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

A. Except as herein modified, the terms and conditions set forth in the January 1, 2016 through December 31, 2019 Contract between the Township and AFSCME shall remain in full force and effect.

B. ARTICLE III SECTION 3, ASSOCIATION DUES, ETC.

1. Section 1.03, replace the last paragraph with the following

The authorization for dues deduction shall remain in full force and effect during the full term of an employee’s employment, unless properly withdrawn.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 Association to the responsible payroll clerk for the Employer within ten (10) days following each anniversary date of his/her employment. Once the Employer's payroll clerk receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment

2. Replace Section 6.02 with the following:

The Employer agrees to deduct, in accordance with the U.S. Supreme Court's June 27, 2018 decision in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act, as they relate to Agency Shop provisions, from the pay of each Employee covered by this Agreement who voluntarily furnishes a written authorization, a representation fee equal to eighty-five percent (85%) of Association dues, as certified by the Association. The voluntary representation fee deduction shall commence with the 1st pay after the Township receives the voluntary authorization and notice from the Association. After deduction, representation fees shall be transmitted to the Association in the same manner, and at the same time as the Association dues.

The voluntary authorization for the representation fee deduction shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. To withdraw the voluntary representation fee deduction authorization an employee must submit a written request to the responsible payroll clerk for the Employer within ten (10) days following each anniversary

date of his/her employment. Once the Employer's payroll clerk receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment.

C. ARTICLE XVII SECTION 1, WAGES

Salary Increases

Effective and retroactive to 01/01/2020	2.00%
Effective and retroactive to 01/01/2021	2.50%
Effective 01/01/2022	2.50%
Effective 01/01/2023	2.50%

D. ARTICLE XVIII SECTION 1, TERM OF CONTRACT

January 1, 2020 through 11:59 pm on December 31, 2023

E. APPENDIX F, AFSCME TITLE GUIDE

Ewing and AFSCME agree to the creation of the job title "Custodial Staff". The base rate is to be negotiated and will not require a Black Seal Boiler license, nor will a CDL be required.

F. All proposals of the parties not set forth herein or in the attachment to this agreement, are withdrawn.

G. This agreement is subject to ratification by the AFSCME membership and approval by the Township before it becomes effective.

H. All proposals of the parties not set forth herein or in the attachment to this agreement are withdrawn.

I. This agreement is subject to ratification by the AFSCME membership and approval by the Township before it becomes effective.

NOW, THEREFORE, BE IT RESOLVED, that the Ewing Township hereby adopts and approves the proposed revised contract terms of the collective bargaining agreement between the Township of Ewing and AFSCME LOCAL 111 scheduled to take effect as of January 1, 2020. The approval of the Township is conditioned upon ratification of the proposed contract terms by the members of the AFSCME.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 23rd day of March 2021.




Kim J. Macellaro, CMC
Municipal Clerk

Memorandum of Understanding

Between

AFSCME Local 2472 and Township of Ewing

Agreement made this 26 day of March 2021, by and between the **Township of Ewing** (herein the “**Township**”) and the **AFSCME Local 2472** (herein the “**AFSCME**”).

WHEREAS, the Township and the AFSCME are parties to a collective negotiations agreement (“**Contract**”) covering the period January 1, 2016 through December 31, 2019; and

WHEREAS, the Township and the AFSCME have been engaged in good faith collective negotiations for the purpose of reaching agreement on terms and conditions of employment for successor contract; and

WHEREAS, the Township and the AFSCME have reached agreement on new terms and conditions which are subject to ratification by the membership of the AFSCME and approval by the Mayor and Council of the Township; and

WHEREAS, the negotiating committees for the Township and the AFSCME unanimously agree to recommend their agreement for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

A. Except as herein modified, the terms and conditions set forth in the January 1, 2016 through December 31, 2019 Contract between the Township and the AFSCME shall remain in full force and effect

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1. Section 1.03, replace the last paragraph with the following:

The authorization for dues deduction 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 Association to the responsible payroll clerk for the Employer within ten (10) days following each anniversary date of his/her employment. Once the Employer's payroll clerk receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment.

2. Replace Section 6.02 with the following:

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F. All proposals of the parties not set forth herein or in the attachment to this agreement, are withdrawn.

G. This agreement is subject to ratification by the AFSCME membership and approval by the Township before it becomes effective.

By:



President

Date:

3/26/2021

Township of Ewing

By:



Bert Steinmann, Mayor

Date:

3/26/2021