

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2023 thru 12/31/2027.

Employer: Township of South Brunswick

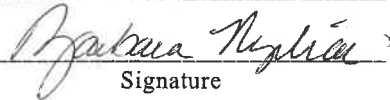
County: Middlesex

Date: 11/9/2022

Name: Barbara Nyitrai

Print Name

Title: Municipal Clerk


Signature

**New Jersey Public Employment Relations Commission
POLICE AND FIRE
COLLECTIVE NEGOTIATIONS AGREEMENT SUMMARY FORM**

Line #

SECTION I: Parties and Term of Contracts

1 Public Employer: County:

2 Employee Organization: Number of Employees in Unit:

3 Base Year Contract Term:

4 New Contract Term:

SECTION II: Type of Contract Settlement (please check only one)

5 Contract settled without neutral assistance

6 Contract settled with assistance of mediator

7 Contract settled with assistance of fact-finder

8 Contract settled in Interest Arbitration

9 If contract was settled in Interest Arbitration, did the Arbitrator issue an Award? Yes No

SECTION III: Base Salary Calculation

The "base year" refers to the final year of the expiring or expired agreement.

N.J.S.A. 34:13A-16.7(a) defines base salary as follows: "'Base salary' means the salary provided pursuant to a salary guide or table and any amount provided pursuant to a salary increment, including any amount for longevity or length of service. It shall also include any other item agreed to by the parties, or any other item that was included in the base salary as understood by the parties in the prior contract. Base salary shall not include non-salary economic issues, pension and health and medical insurance costs."

10 Salary Costs in base year \$

11 Longevity Costs in base year \$

12 Other base year salary costs

<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	\$ <input type="text"/>

Sum of "Other" Costs Listed in Line 12. \$

13 Total Base Salary Cost: (sum of lines 10, 11, 12): \$

SECTION IV: Increase in Base Salary Cost (for each year of New CNA)

14 Total Base Salary Cost from Line 13: \$ 4393950

Increases	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
15 Effective Date (month/day/year)	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>	<u></u>
16 Cost of Salary Increments (\$)	<u>153788</u>	<u>159171</u>	<u>164742</u>	<u>170508</u>	<u>176476</u>	<u></u>
17 Salary Increase Above Increments (\$)	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
18 Longevity Increase (\$)	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
19 Total Increased Cost for "Other" Items (\$)	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
20 Total Increase (\$) (sum of lines 16-19)	<u>153788</u>	<u>159171</u>	<u>164742</u>	<u>170508</u>	<u>176476</u>	<u></u>

SECTION V: Average Increase Over Term of New CNA

21 Dollar Increase Over Life of Contract \$ 824685 [Take sum of all amounts listed on Line 20 above]

22 Percentage Increase Over Life of Contract 18.77 % [Divide amount on Line 21 by amount on Line 14]

23 Average Percentage Increase Per Year 3.75 % [Divide percentage on Line 22 by number of years of the contract]

SECTION VI: Other Economic Items Outside Base Salary and Increases

←Increases→

24	Item Description	Base Year Cost (\$)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
25	Totals (\$):							

SECTION VII: Medical Costs

Insurance Costs

	Base Year	Year 1
26 Health Plan Cost	\$ 990190	\$ 1024847
27 Prescription Plan Cost	\$ 350931	\$ 363214
28 Dental Plan Cost	\$ 43687	\$ 45434
29 Vision Plan Cost	\$ 765	\$ 765
30 Total Cost of Insurance	\$ 1385573	\$ 1434260

Employer: South Brunswick Township

Employee Organization: FOP Local 51

SECTION VII: Medical Costs (continued)

31	Employee Insurance Contributions	\$ <u>96743</u>	\$ <u>100129</u>
32	Contributions as % of Total Insurance Cost	<u>6.98</u> %	<u>6.98</u> %

33 Identify any insurance changes that were included in this CNA.
N/A

SECTION VIII: Certification and Signature

34 The undersigned certifies that the foregoing figures are true:

Print Name: John M Bolcato
Position/Title: CFO
Signature: *John M Bolcato*
Date: 11/9/2022

Send this completed and signed form along with an electronic copy of the contract and the signed certification form to: contracts@perc.state.nj.us

NJ Public Employment Relations Commission
Conciliation and Arbitration
PO Box 429
Trenton, NJ 08625
Phone: 609-292-9898

Revised 8/2016

Handwritten initials: *JA AB*

V0386

1 11.1.2022

MEMORANDUM OF AGREEMENT

BETWEEN

TOWNSHIP OF SOUTH BRUNSWICK

AND

FOP Local 51

AGREEMENT made this 1st day of November 2022 by and between the Township of South Brunswick (herein the Township) and FOP Local 51 (herein the FOP).

WHEREAS the Township and the FOP are parties to a collectively negotiated agreement (herein CNA) covering the period from January 1, 2019 through December 31, 2022; and

WHEREAS the parties have engaged in good faith negotiations concerning terms and conditions for a successor CNA; and

WHEREAS the parties have reached an agreement on said terms and conditions for a new CNA subject only to ratification by the PBA membership and approval by the Township governing body; and

WHEREAS the members of both negotiating committees unanimously agree to recommend ratification and approval;

NOW THEREFORE in consideration of the mutual covenant and undertakings here set forth the parties agree as follows:

- A. Except as modified herein, the terms and conditions of the 1/1/2019 – 12/31/2022 Agreement between the Township and the FOP shall remain in full force and effect.

B. General

1. It is agreed that counsel for the parties shall have the authority to review the successor contract to correct non-substantive issues.
2. All references to the 4/2 schedule shall be removed from the successor contract.

C. Article IV, Grievance Procedure

1. Section E: (Step Procedure)- Modify: “Captain” to “Chief Designee” throughout this paragraph.

D. Article VI, Hours of Work and Overtime Scheduling

1. Section A: (Hours of Work), Subsection (Other Assignments). Remove: “Either the FOP or the Township may seek to revert back to the current 4 and 2 schedule only. The party seeking to revert back must prove that is has justification to do so and that the justification is caused by the schedule. Arbitrator James Mastriani is designated as Arbitrator to decide reversion justification”
2. Section A: Subsection 2 – Modify (last sentence): “The officers will be provided with a minimum of 20 days’ notice”
3. Section A: Subsection 5 – Remove: “If the schedule reverts back to the 4/2, paid time off shall also revert”
4. Section C: Subsection 4- (Overtime Pay rate)- Remove: “When attending police courses on scheduled days off, the officer, at his option, may elect to either be paid time and one-half overtime pay or to be compensated in compensatory time at the rate of time and one-half”

E. Article VII, Vacations

1. Section A: Add: “All vacation time for the calendar year shall be deemed earned in full as of January 1, provided the Officer meets the years of service requirement during the calendar year.”
2. Section G: Add: “If required by law and notwithstanding the preceding, for employees hired on or after May 21, 2010, only 95 hours of vacation time may be carried over into the next calendar year when an officer is unable to use such time due to pressures of Police Department operations. Any vacation hours carried over and not used in the next calendar year will be forfeited. Notwithstanding the preceding two sentences, for employees hired on or after May 21, 2010, vacation time that an employee is unable to take because of duties directly related to a governor-declared state of emergency may be carried over until the days are used.”
3. Section H: Remove: “The last year’s earned vacation time may be taken as terminal leave upon the officer’s retirement and shall be pro-rated for his/her last year of service.” Add: “The last year’s earned vacation time may be taken as terminal leave upon the officer’s separation. Vacation time will not be prorated in an Officer’s year of separation if he separates on or after March 1st of that year.”

F. Article VIII, Salary and Shift Differential

1. Section A: (Quasi). Modify: “Each officer shall receive compensation for each hour of quasi-duty performed. Effective January 1, 2023, the quasi-duty hourly rate shall be \$90.00.”

2. Section B, Subsection 1. Modify: “The Corporal rate shall be 7.5% above Patrol Officer First Class rate.” There shall be general wage increases applied to the Corporal rate effective January 1 of each year of the five-year agreement as follows:

Effective 1/1/2023 – \$750.00 + 3.50%

Effective 1/1/2024 – \$750.00 + 3.50%

Effective 1/1/2025 – \$750.00 + 3.50%

Effective 1/1/2026 - \$750.00 + 3.50%

Effective 1/1/2027 - \$750.00 + 3.50%

- a. Section B, Subsection 1. Modify: “The first-year Sergeant’s rate (SGT1) shall be 2.5% above the Corporal rate, awarded at promotion to Sergeant. The second-year Sergeant’s rate (SGT2) shall be 2.5% above the first-year Sergeant rate, awarded upon completion of one year at SGT1. The third-year Sergeant rate (SGT3) shall be 2.5% above the second-year Sergeant rate, awarded upon completion of one year at SGT2. The fourth-year Sergeant rate (SGT4/Sergeant First Class) shall be 5% above the third-year Sergeant rate, awarded upon completion of one year at SGT3. Lieutenant rate shall be 10% over SFC/SGT4 rate, awarded upon promotion to Lieutenant. The Captain rate shall be 12.5% over Lieutenant rate, awarded upon promotion to Captain.”

b. Section B, Subsection 5:

Modify: “All salary levels set forth above shall receive the following non-cumulative annual salary adjustments which shall be included with and considered part of the officer’s base annual salary for all purposes, and paid with the regular periodic installments of such base salary”:

Effective 1/1/23	\$3,000
Effective 1/1/24	\$3,000
Effective 1/1/25	\$3,000
Effective 1/1/26	\$3,000
Effective 1/1/27	\$3,000

c. Add a Section J: OEM. “Deputy OEM Coordinators shall receive 1% over base pay, which shall be included with and considered part of the officer’s base annual salary for all purposes and paid with the regular periodic installments of such base salary”

G. Article XI, Insurance

1. Subsection C: Modify: “If the employee retires with twenty-five (25) years’ service within PFRS with a minimum of fifteen (15) years’ service with the Township, the employee and their family shall receive dental insurance until eligible for Medicare.”

H. Article XII, Holidays

1. Subsection A: Modify: “All employees shall receive fifteen paid holidays (including Juneteenth). The holidays shall be designated by the Township Council annually.”
2. Subsection C: Modify: “The holiday payment will be calculated according to the following formula: $(\text{Salary} + \text{Longevity}/181 \times 15 \text{ holidays})$. Holiday payments shall be pro-rated for length of service during the year and shall be included with and considered part of the officer’s base annual salary for all purposes and paid with the regular periodic installments of such base salary. Holiday pay as a separate form of compensation shall be eliminated.”

I. Article XVII, Personal Days and Uniform Maintenance Day

1. Section A:
Remove: “During the last year of service, such time shall be pro-rated.”
Add: “All personal days shall be available for use as of January 1 of the calendar year. The last year’s earned personal days may be taken as terminal leave upon the officer’s separation. Personal days will not be prorated in an Officer’s year of separation if he separates on or after March 1st of that year”

J. Article XIX, Uniforms/Cleaning and Equipment

1. Add Section F: The Township will replace body armor 30-days prior to the manufacturer’s expiration date.

K. Article XXI, Sick Leave

1. Section A – Modify: Each member of the Police Department shall be allotted 128 hours of sick leave for the calendar year.
2. Section L: Remove: “Effective January 1, 2015, an Officer using three (3) or fewer sick days (or the equivalent of hours) in a calendar year may choose to sell back the balance of unused full sick days for that year at a rate of \$100.00 per day provided the Officer has 400 sick hours sick time left in his/her bank. Such days sold back will be eliminated from the employee’s accumulated sick leave bank.”
3. Section M: Remove this paragraph, as it refers to section L.

L. Article XXIV Education and Training p.36

1. Section A: Modify: (first sentence) “All employees earning college credits in courses related to Police Science degrees from a recognized or accredited school, and all employees non-matriculating at a recognized or accredited school and earning college credits or passing courses in Police Science, shall receive a maximum per-credit reimbursement at in-State tuition rate at Rutgers University for the degree or education level (undergraduate, masters, doctoral) that the member is seeking, except when sent for training which is paid for by the Department, with the maximum obligation for all employees covered by this contract to be \$20,000 per year.”

M. Article XXV, Sick Leave Payout

1. Section A: Add: “This paragraph shall not apply to officers hired on or after May 21, 2010 if prohibited by law.”
2. Section B: Remove: “The officer shall be paid the value of his accumulated sick leave remaining at the time of retirement to a maximum of 382.5 hours or fifty percent (50%) of accumulated sick leave, whichever is greater.”
3. Section B: Add: “Officers hired before May 21, 2010 shall be paid at their hourly base rate, up to the maximum payout of \$20,000.00.”
4. Section B: Add: “Officers hired on or after May 21, 2010 shall be paid at their hourly base rate, up to the maximum payout as limited by law, currently \$15,000.00.”

N. Article XXVI, Terminal Leave (Remove this article)

O. Article XXXII, Bill of Rights

1. Section B, Subsection 9. Modify: “The hearing officer will render a decision as soon as possible.”

P. Article XLI, Term of Agreement

The new agreement shall be for a period of 5 years from January 1, 2023 through December 31, 2027.

Q. All proposals of the parties not addressed herein are withdrawn.

SL HB

FOP LOCAL 51

TOWNSHIP OF SOUTH BRUNSWICK



FRANK LOMBARDO, PRESIDENT



BRYAN BIDLACK, TOWNSHIP MANAGER



GARY HOLSTEN, TRUSTEE



BARBARA NYITRAI, TOWNSHIP CLERK



ANTHONY PISANO, SECRETARY