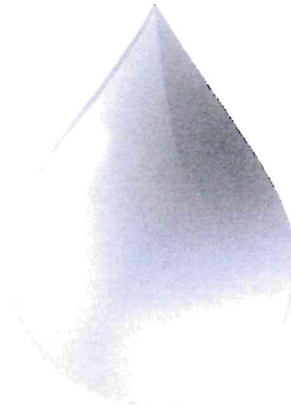


COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE
SOUTH RIVER SEWER AND WATER
ASSOCIATION



And the

BOROUGH OF SOUTH RIVER
MIDDLESEX COUNTY, NEW JERSEY



FOR THE PERIOD OF
JANUARY 1, 2019 THROUGH DECEMBER 31, 2022

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ARTICLE ONE

RECOGNITION

A. The Employer hereby recognizes the Association as the exclusive bargaining unit for all Water and Sewer employees working more than thirty (30) hours per week, including but not limited to those jobs contained in Article Five, attached hereto and made part hereof, but excluding confidential, managerial and those employees represented by IBEW and Local 255, United Service Workers Union

B. For the purposes of clarification in this contract the following definitions are acknowledged:

Director –The Director of the Department of Public Works or his designee.

Borough Administrator-The Borough Administrator of the Borough of South River, County of Middlesex, State of New Jersey.

Business Administrator-See “Borough Administrator”.

Anywhere in this contract where “Director” was intended to mean the Borough Administrator, both parties agree that the contract means Borough Administrator.

C. In the event this contract does not address certain issues, the matter will be handled in accordance with the current Policy, Directive, Employee Manual, Resolution or Borough Code, respectively.

ARTICLE TWO

ASSOCIATION REPRESENTATIVES

A. The Association shall have the right to designate such of its members as it, in its sole discretion, deems necessary to act as Association representatives and/or shop stewards and such Association representatives and/or shop stewards shall not be discriminated against due to their legitimate Association activities.

B. Association Officers, Representatives and/or Shop Stewards shall have the right to enter upon the premises of the Employer during work hours for the purpose of conducting normal duties relative to the enforcement and policing of the Agreement so long as such visits do not interfere with proper service to the public, and provided that notice of the visit is given to the Department Head or supervisor upon arrival. No more than three (3) Association

Representatives will at any one time be engaged in enforcement of this Contract, at any one location.

C. It is agreed that the Association shall furnish to the Employer a list of duly elected or appointed Association Officers, Representatives, and Shop Stewards within fifteen (15) days after election or appointment.

D. An Association Officer, Representative and/or Shop Steward may arrange to check time cards and time sheets at reasonable times, for reasonable Union purposes, once per month, so long as there is no interference with proper service to the public. An employee may arrange to check his or her time card and time sheet at any reasonable time.

E. The Employer will notify the Association, in writing, of all promotions, demotions, transfer, suspensions, discharges, layoffs, or grievances within the bargaining unit. The Employer will notify the Association of all additions and deletions to the payroll of covered employees as they occur.

F. In the absence of a Borough Administrator the Association Representative shall have the authority to meet or telephone the Mayor or his designated representative and request that nonessential employees be sent home early, with no loss of pay, in the event of extreme weather or other emergency. Such determination made by the Mayor and/or Business Administrator shall not be grievable and shall not serve as any precedent for any future action taken by any public official. It is further acknowledged by the parties, that if some essential employees work during an emergent situation, they will not be entitled to compensatory time since other nonessential employees were permitted to go home.

ARTICLE THREE

DUES CHECK-OFF

A. The Employer shall deduct Association Dues from the earnings of each Association member provided the employee executes a written authorization for such dues deduction, and provided the Association furnishes said authorization to the Employer fifteen (15) days prior to the employee's payday. The Employer shall deduct the sum designated by the Association at its sole discretion, from each of the Association member's paychecks. The Employer shall continue to deduct said dues until an employee properly resigns as a member of

the Association or is terminated from employment, in accordance with the Association's by-laws and the resigning employee sends proper written notice thereof to the Employer and the Association.

B. The Employer shall deduct a representation fee in lieu of dues from each employee who is not a member of the Association, but who is covered by this Agreement. The Employer shall deduct the appropriate sum from each of the non-member employee's paychecks in the amount of eighty-five percent (85%) of the Association dues as is set by the Association in its sole discretion.

C. Each party shall indemnify, defense and save harmless the other against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the other party in reliance upon salary deduction authorization cards as furnished by the Association to the Employer in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction or as a result of dues deduction and remittance by the Employer.

D. Such dues and/or representation fees so withheld shall be delivered by the Employer to the Association Treasurer, or if designated by the Association, automatically deposited in the Association's account no later than one business week after the issuance of each paycheck. Appropriate documentation for such deposits, showing the amounts of dues and representation fees collected, shall be provided the Association Treasurer. Deposit of delivery not made on time shall cause the Borough to pay interest to the Association at the rate of seven percent (7%) per year on the full amount of dues and representation fees scheduled to be deposited or delivered.

ARTICLE FOUR

HOURS OF WORK

A. Sewer and Water Department – 7:00 am to 3:30 pm; one-half (1/2) hour lunch, forty (40) hours per week.

B. Employees shall be paid from time of their arrival at the first location of the day required by the Employer to last such required location.

C. The work week is Monday through Friday, except for Water Operators.

D. Employer shall have the right to change the hours of employees but the impact of same shall be negotiated between the parties except that in the case of emergencies, the Employer reserves the right to change such working hours without first negotiating such a change. The Employer shall, at a mutually agreeable time after a change of hours due to an emergency, negotiate the impact of such change.

E. Employees hired after August 1, 1994 may be required to work hours other than those specified in this Agreement.

ARTICLE FIVE

WAGES

A. Effective January 1, 2013 the salary guides included herein shall be implemented for the life of the Contract.

B. Employees shall be paid on a bi-weekly schedule, i.e. once every two weeks.

SALARY GUIDE

	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>
Water/Sewer Utility Supervisor	\$41.42	\$42.25	\$43.10	\$43.96
Equipment Operator	\$36.09	\$36.81	\$37.55	\$38.30
Operator WSTC	\$30.87	\$31.49	\$32.12	\$32.76
Water/Sewer Laborer	\$29.30	\$29.89	\$30.49	\$31.10
Apprentice – Start	\$23.77	\$24.25	\$24.74	\$25.23
End of 6 Months	\$24.71	\$25.20	\$25.70	\$26.21
End of 12 Months	\$27.76	\$28.32	\$28.89	\$29.47

ARTICLE SIX

OVERTIME AND STANDBY

A. Employees requested or scheduled to work on a sixth or seventh consecutive day shall be paid a rate of time and one-half (1/2) in pay. Allowable time off (defined as all bereavement leave and all sick leave and the first two (2) personal days) shall be considered work time.

B. Employees requested or scheduled to work any holiday included in Article 12 shall be paid their regular day's pay plus an additional rate of time and one-half (1/2) in pay.

C. Water Operators regularly scheduled to work on a Sunday shall be paid at the rate of time and one-half (1/2) in pay, notwithstanding that they have not worked forty (40) hours in that week.

D. In computing overtime compensation, one-half (1/2) hour shall be the smallest fraction of an hour to be reported.

E. Overtime shall be distributed, in so far as practical, in accordance with rotating seniority in title, provided employees are qualified to do the work and provided no emergency exists where the Employer does not have the time to contact the employee with the most seniority possessing skills necessary to perform the emergency work. This provision does not relate to continuous overtime where a job must be completed.

F. If an employee works his or her regularly scheduled workday and who after leaving the Employer's premises, is called to return to work, said employee shall receive a minimum of two (2) hours pay at the rate of time and one-half (1/2) in pay regardless of the number hours actually worked. The two hour minimum shall apply to each separate call out and the Employer retains the right to retain the employee for the full two (2) hours. If an employee is called into work within two (2) hours before his scheduled hours of work, he shall be paid at time and one-half for the actual time he works, but shall not be guaranteed a minimum of two (2) hours call-in pay.

G. Effective January 1, 2007 each individual hourly employee scheduled for weekend standby in the Water and Sewer Department will be paid as follows:

20 Hours – 2 Day Weekend / 28 Hours – 3 Day Weekend / 36 Hours – 4 Day Weekend.

Additional 8 hrs. standby for holidays that occur on Tuesday, Wednesday or Thursday. 36 hrs. is the maximum standby that can be paid.

H. Standby time shall be considered to commence at the end of the last work day of any given work week and to terminate at the beginning of the first work day of the next work week. When an employee is scheduled for standby time, the employee shall remain within 15 minutes travel time of the Borough of South River. Scheduling for standby time shall be determined by rotating seniority in the department.

I. The Employer reserves the right to terminate the weekend standby program described in Section G above. In the event the Borough elects to terminate the weekend standby program, written notice of same shall be furnished to the Association and thereafter the Borough will no longer schedule employees for weekend standby and the employees will not be required to remain on standby.

J. Time previously accrued as “XTO” or “Extra Time Off” is hereby eliminated from use or reference and any such time previously accrued by the employees and still remaining on record (at the start of this agreement) shall be paid in bulk to the employee before May 1, 2003.

K. Any work performed by the employee in excess of forty (40) hours in one calendar week shall be paid an overtime rate of one and one-half times the employee’s regular hourly rate or, with approval of the Director, be accrued as compensatory time at a rate of one and one half times the employee’s regular hourly rate as detailed herein.

L. All compensatory time accrued must be utilized within 90 calendar days of the date on which it was earned. Any such time not utilized will be automatically paid to the employee at the rate earned as soon as possible following the 91st day.

M. The Director may approve or direct the payment of any compensatory time as overtime or that any overtime be accrued as compensatory time.

N. Employees desiring to utilize accrued compensatory time shall make such request to the Director at least three (3) business days prior to the date on which they wish to use said time. The Director shall approve or deny any such request within that period. The Director shall have the discretion to shorten the request period as he deems appropriate on a case by case basis.

ARTICLE SEVEN

WAGE INCREASE ELIGIBILITY

A. All employees in this bargaining unit being carried on the Employer's payroll on January 1, 2019 or who commence employment on or after that date and all employees on approved leave of absence shall receive the above wage increase provided in Article Five.

B. The wage increase provided in Article Five for 2019 shall be paid retroactively to January 1st or, in case of employees hired after January 1st, retroactive to the date of hire.

C. Employees who sever employment or retire prior to the execution of this Agreement shall be included in the wage increase from January 1, 2019 until the date of their actual separation from service.

ARTICLE EIGHT

NEW EMPLOYEES

A. It is the intention of the Employer, in cooperation with the Association, to start all new employees at the minimum of the salary range for that position.

B. New employees shall serve a provisional period of six (6) months, during which time they may be terminated for any reason by the Employer and nothing herein shall prohibit the Employer from suspending or terminating said employees during this period nor shall any such employees be entitled to any relief under this Contract other than as contained in this article. New employees shall, upon successful completion of the provisional period, serve a probationary period of an additional six months, after which time they shall be reviewed by their Department Head and recommended for retention or dismissal. The Employer shall advise the employee, in writing, of its decision, including a list of reasons, if he or she is dismissed. Nothing herein shall prohibit the Employer from suspending or dismissing any employee during the probationary period for performance deficiencies. Such deficiencies to be determined solely by the Employer. If retained, an employee may be disciplined, suspended or terminated for just cause only.

C. Upon request, the Employer shall advise the Association of the name and address of each new employee hired who is covered under this Agreement. The Association shall advise the Employer at least ten (10) working days prior to the next pay period whether the employee is an Association member so the Employer can effect a payroll deduction for union dues or a representation fee in lieu of dues.

D. The Employer retains the right to give additional salary guide credit to reflect outside work experience. No new employees shall be placed higher than the second step of any guide except where the Borough must fill a job category formerly occupied by only one person.

ARTICLE NINE

PROMOTIONS

A. Any increase in pay to a promotion shall not preclude an employee from receiving the wage increase set forth in Article Five.

B. The Employer reserves the right to promote any employee to a new, different or similar title anywhere in the Borough without consultation or authorization of the Union.

ARTICLE TEN

MEDICAL BENEFITS AND LIFE INSURANCE

A. Effective January 1, 2020 the CJHIF Plan (or equivalent to) with Aetna HMO Plan (or equivalent to) will be the base plan. Any employee electing to enroll in a different Plan offered by the CJHIF (or equivalent to) which has higher premium costs, must pay the difference between the Aetna HMO (or equivalent to) and the higher cost Plan selected. Effective January 1, 2013, all employees shall be required to contribute towards the cost of the premium for all health insurance provided under this article pursuant to Public Law 2011, Chapter 78, and in no instance will the contributions for all health insurance received under this Agreement be less than 1.5% of his/her salary.

Employees currently receiving Borough paid-medical and prescription insurance, and who have proven alternative health coverage, may elect to forego participation in the Borough provided medical and prescription insurance coverage. Employees who make such an election will receive an annual lump sum payment equal to 25% of the least expensive medical plan the employee is eligible to select, up to a maximum of \$4,000.00 whichever is lesser.

B. The Employer, at its sole cost and expense, shall provide to all full-time employees and said employee's eligible families with coverage under the prescription insurance plan. Employees shall make a co-payment of ten dollars (\$10.00) for named brand prescriptions, and/or a co-payment of five dollars (\$5.00) for generic prescriptions.

C. The Employer, at its sole cost and expense shall provide to all full-time employees ten thousand dollars (\$10,000) in group term life insurance, including additional coverage for accidental death while in the line of official duty, under the plan attached hereto.

D. The Employer, at its sole cost and expense, shall provide to all full-time employees, dental insurance coverage for the employee only.

E. The Employer retains the right to change insurance carriers so long as substantially similar benefits, coverage, and servicing of claims are provided; and further provided that all pre-existing conditions covered under the existing plan will continue to be covered by the new plan, and further provided that there shall be no lapse in coverage for any employee and/or family member. Copies of any new plans shall be promptly furnished to the Association.

F. The cost of eyeglasses broken during the course of employment shall be reimbursed by the Employer. Replacements must be approved safety glasses.

G. The Borough agrees to contribute the amount of six dollars and fifty-cents (\$6.50) per month for each employee who enrolls in the Principal Group Long-Term Disability Plan. Each employee who opts such coverage shall have deducted from their wages the balance of the monthly premium for such coverage.

H. Employees having reached the age of fifty-five (55) and having been employed by the Borough of South River for a minimum of twenty-five (25) years shall continue to receive full paid health benefits upon retirement in conformance with State law concerning the granting of such benefits.

ARTICLE ELEVEN

HOLIDAYS

A. All full-time employees shall be entitled to the following paid holidays each calendar year:

- ± New Year's Day
- ± President's Day
- ± Good Friday
- ± Memorial Day
- ± Independence Day
- ± Labor Day

- ✚ Columbus Day
- ✚ Veteran's Day
- ✚ Thanksgiving & the day after
- ✚ Christmas Day
- ✚ Birthday (after six (6) months of service)

B. When a paid holiday falls on a Saturday, it shall be observed on the preceding Friday. When a paid holiday falls on a Sunday, it shall be observed on the following Monday.

C. To be eligible for a paid holiday, an employee must work the regularly scheduled workdays both immediately before and after the holidays, unless the employee is taking allowable time off pursuant to the Borough Code. For the purposes of clarification, "allowable time off" is typically properly requested and pre-approved vacation, personal, and compensatory time off. This clarification is for informational purposes only and the standards contained in the Borough Code shall have precedence.

D. If an employee is sick on a day before or after a holiday, the employee shall not receive holiday pay for the time worked but if sick time is to be used; it shall only be used upon delivery of a doctor's note, certifying the illness, to the Director.

ARTICLE TWELVE

PERSONAL LEAVE

A. All full-time employees shall have seven (7) paid personal days in each calendar year for any personal purpose, in addition to all other leave provided in this Agreement. Personal days may not be carried over from one calendar year to the following calendar year. Personal days may be taken on separate days or may be taken consecutively; however, the employee shall give the Employer six (6) days prior notice for each personal day to be taken, except in the event of any emergency. Personal leave may be used to extend vacations or holidays, with the approval of the employee's Supervisor or Department Head, so long as not more than one (1) personal day is used for this purpose on any one (1) occasion. An employee may not take personal leave and the Employer may compel that employee's attendance in the event of manpower shortage.

B. Employees shall receive personal days under the following schedule:

Two months to one year	3 Days
One to five years	4 Days

Six to Fifteen years	5 Days
Fifteen to Twenty years	6 Days
Twenty years on	7 Days

D. Failure to provide six (6) business days notice, except in an emergency, shall result in the employee not receiving pay for that day and may constitute cause for additional disciplinary action. The Director shall have the discretion to reduce the notice requirement on a case by case basis.

ARTICLE THIRTEEN

MILITARY LEAVE

A. Military Leave shall be granted in accordance with any and all applicable laws.

ARTICLE FOURTEEN

BEREAVEMENT LEAVE

A. Bereavement Leave shall be granted as detailed in the Borough's Employee Manual. If no Employee Manual shall have been adopted by the Borough Council, then such leave shall be granted as detailed by resolution or the Borough Code, respectively.

ARTICLE FIFTEEN

LEAVE WITHOUT PAY

A. Leave without pay may be granted to an employee. Normally, it may granted only when the employee has used his or her sick and vacation leave in the case of illness, or has used his or her vacation leave without pay must be initiated by the employee, favorably endorsed by the employee's Department Head and approved by the Borough Council. Such leave shall not be approved for a period longer than three (3) months at one time. The Borough Council may approve an extension of such leave for an additional period upon the employees' written application.

ARTICLE SIXTEEN

JURY DUTY

A. An employee who loses time from his or her job because of jury duty shall be excused from employment on all days the employee is required to be present in courts and shall be paid by the Employer the difference between his daily base rate of pay and the daily jury fee. The employee shall retain all jury expenses. Payment shall be subject to the following conditions:

1. The employee must notify the Borough Administrator within three (3) days upon receipt of a summons for jury service;
2. The employee has not voluntarily sought jury service;
3. If the jury duty extends beyond one day the employee must submit the name of the case and judge he served as juror for;
4. The employee submits adequate proof of the time served on the duty and the amount received for such service.

B. If on any given day an employee is serving as a juror, and he or she is released by the Court prior to 1:00 PM, if serving in New Brunswick or prior to 11:00 AM if serving in any location other than New Brunswick, that employee shall return to work no later than 2:30 PM, that day in order to receive pay for that day.

ARTICLE SEVENTEEN

MISCELLANEOUS LEAVES

A. COURT LEAVE – is the authorized absence, without charge to leave or loss of compensation, of an employee from official duty or for attending court in a non-official capacity as a witness on behalf of the Employer. Appearance in court in connection with official duty is considered normal duty time. Appearance in court at the call of the Employer when no job connected is chargeable to court leave. Appearance in court under other circumstances, including when an employee is under subpoena to testify as a witness in a private matter is chargeable to personal leave, except when an employee is under subpoena in a criminal matter.

B. SEMINAR AND CONFERENCE LEAVE – Seminar and conference leave with pay may be granted upon proper application to the Borough Council. Such leave may be granted with pay to employees covered by statute or local practice.

C. EDUCATIONAL LEAVE – Education leave with pay may be granted under proper application to the Borough Council. Such allowance may be granted when it is deemed necessary to provide an employee with the opportunity for self-development or for advancing acquisition of skills necessary for full performance in his or her position. This leave with pay covers only those classes which are not available during off-duty hours.

In the event the Borough orders an employee to attending schooling related to his employment during his normal work week and the employee refuses, the Borough retains the right to take disciplinary action against the employee.

ARTICLE EIGHTEEN

SICK LEAVE

A. Effective January 1, 1997 all employees shall be credited with twelve (12) paid sick days on January 1 of each calendar year, except that new employees shall receive sick leave in accordance with schedule in Section S.

B. All holidays occurring and bereavement days taken during a period of sick leave shall not be charged to sick leave.

C. Sick leave may be used for personal illness or in the event of quarantine, pregnancy and related illness, or for accidental injuries unrelated to employment with the Employer. Sick leave may also be used for illness of a person in the employee's family upon written request to and approval by the Borough's Administrator. Upon the Employer's request, the employee shall provide verification of illness in the employee's family.

D. An employee must pay their own expenses for treatment they choose to avail themselves but not a medical report or examination requested by the Employer, except as hereinafter provided. An employee who has been absent on sick leave for three (3) or more consecutive work days or fifteen (15) or more total work days in a rolling twelve (12) month period may be required to submit medical evidence substantiating the illness at employee's expense. In addition, the Employer may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. The Employee shall pay for proof of illness if he or she is absent on five (5) or more similar days that contribute to a pattern of possible sick leave abuse. Abuse of sick leave shall be cause for disciplinary action up to and including termination from employment.

E. During protracted periods of illness or disability of an employee, the Business Administrator may require interim reports on the condition of the patient at weekly or bi-weekly periods from the personal physician and/or a Borough medical physician at the Employer's expense. When, under medical care, employees are expected to conform to the instructions of

the current attending physician if they wish to qualify for salary payment during such period of illness or disability.

F. No employee shall be allowed to work and endanger the health and well-being of himself/herself or other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Borough Administrator may direct the employee to the Borough physician at the Employer's expense.

G. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee, under medical care, fails to carry out orders of the current personal physician, unless the employee immediately changes his or her personal physician.

2. When in the opinion of the Borough Medical Physician, the employee is ill or disabled because of deliberate self-imposed contributory causes except mental illness, drug addiction and alcohol addiction.

3. When in the opinion of the Borough Medical Physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.

4. When an employee does not report to the Borough Physician without justification.

H. The recommendation of the Borough Medical Physician, as well as those of the attending physician, as to the justification for the absence from duty on account of disability, light duty, illness or the fitness of the employee to remain at or return to duty shall be considered by the Borough Administrator. The Borough Administrator shall in such cases where there is a difference of professional opinion between the Borough physician and the employee's personal physician, require the employee to submit to an examination by a third doctor. The third doctor shall be chosen by the Borough and employee physician at the Employer's expense.

I. Sick leave shall not be allowed for ordinary dental care, nor for any other professional service that may be normally scheduled by the employee with his or her professional during the employee's regular time off. The utilization of sick leave for elective cosmetic medical procedures will not be considered if the procedure may be normally scheduled by the employee with his or her professional during the employee's regular time off.

J. If an employee is absent from work for reasons that entitle him/her to sick leave, the Borough Administrator or his designated representative shall be notified as early as possible,

but not later than one-half (½) hour prior to the start of the scheduled work shift from which he/she is to be absent, except in the event of an emergency. Failure to so notify the Borough Administrator or his designated representative may be cause for denial of the use of sick leave for the absence and may constitute cause for disciplinary action after the second occurrence in a calendar year. An employee who is absent for five (5) consecutive days or more without reasonable justification and who does not notify the Borough Administrator or his designee will be subject to dismissal.

K. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

L. Any employee who calls in sick and engages in outside employment without previously notifying the Borough Administrator or his designee may be subject to discipline including discharge. The Borough Administrator shall not be arbitrary and capricious in denying employment during the employee's work day.

M. Any employee who engages in outside employment while on sick leave shall previously advise the Borough Administrator or designee, in writing, of such employment. The Borough retains the right to utilize the employee for light duty.

N. In the event an employee shall leave work due to sickness after having reported for regular daily work, the time remaining on the employee's regular work day shall be charged to the employee as sick time to the nearest hour.

O. When an employee's employment is terminated for any reason whatsoever, except for good cause, and this employee is rehired within one (1) year, the employee shall be immediately credited with all prior accumulated sick leave, however, no sick leave shall be granted for the period the employee was not employed.

P. Upon request within two (2) working days, the Employer shall furnish to an employee a written record of the employee's sick days used, sick days unused and total accumulated unused sick days.

Q. Employer may schedule medical examinations for all employees annually or more frequently if reasonably required, at the sole cost and expense of the Employer.

R. Unused sick days may be accumulated without limitation, but any employee hired after January 1, 2002 shall not accumulate more than sixty days sick leave.

S. All employees currently receiving less than 12 sick days shall receive 12 sick days effective for calendar year 1997. Current amount five (5) for new hires shall remain in effect until succeeding January 1 after date of hire. Any employee hired after July 1 of the calendar year shall receive ½ sick day per month until succeeding January 1 after date of hire. Example: An employee hired on May 1, 1997 shall receive five (5) sick days for calendar year 1997. Effective January 1, 1998 that employee shall receive twelve (12) sick days.

ARTICLE NINETEEN

ACCUMULATED SICK TIME PAYOFF

A. Upon death or retirement, an employee shall be entitled to receive a lump sum payment as supplemental compensation, which sum shall be computed at the rate of one-third (1/3) of the employee's daily rate of pay for each day earned and unused accumulated sick leave as detailed herein.

B. The maximum lifetime payout for accumulated time may not exceed the sum of Fifteen Thousand Dollars (\$15,000) for each employee.

C. Effective January 1, 2004, the employee has the option to buy out annual accrued sick time at the ratio of one (1) day's pay for each three (3) days accrued. Any employee electing to utilize this buy-out must notify his/her Department Head no later than November 15th of each year, in writing. When an employee exercises the option under this paragraph, the employee waives the right to include the three (3) or more days for future use as sick leave or for payment at retirement under this Article.

D. Effective January 1, 2004, any employee wishing to receive payment for any time as detailed herein, must provide written notice of his/her non-revocable intentions to the Director and the Borough Administrator at least six (6) months prior to the date on which the retirement is to take place. There will be no exceptions to the requirements of this Article.

ARTICLE TWENTY

PROVISIONAL APPOINTMENTS

Pending the establishment of an appropriate employment list, vacancies may be filled by provisional appointments. Such appointments shall not exceed six (6) months unless extended

by resolution of the Employer. Such appointment shall terminate when an appointment is made from the appropriate eligible employment list.

ARTICLE TWENTY-ONE

INJURY LEAVE

- A. All time lost due to work-related injury or illness shall not be chargeable to sick leave. Upon written application and verification by the Department Head within five (5) working days, the Employer shall grant a leave of absence with pay from the date of injury to any employee disabled by injury or illness as a result of or arising from his or her employment.
- B. Any employee on injury leave shall immediately apply for and pay to the Employer all temporary disability payments received pursuant to the Worker's Compensation statutes of New Jersey.
- C. The Employer shall continue to compensate the injured employee his or her full pay until the employee is able to return to work, but such leave with full pay shall not exceed one (1) year.
- D. In the event the Employer disputes the injury leave, and full compensation is not paid to the employee, the employee may elect to use any accumulated sick leave, personal leave, vacation leave, or any other leave while he or she is unable to return to employment, and may apply for a leave with pay pursuant to Article Fifteen.
- E. In the event it is determined by a court that the employee is entitled to Worker's Compensation benefits, then the Employer shall immediately pay to the employee all full compensation from the date of the injury, (less any temporary disability benefits) and shall return to the employee credit for any sick leave, personal leave, vacation leave, or other leave taken by the employee. In the event it is similarly determined that the injury or illness is not work related, any payments made pursuant to Subparagraph A shall be reimbursed to the Employer.

- F. Subject to the provisions of Subparagraph E, all payments made by the Employer to the disabled employee shall terminate simultaneously with the termination of temporary disability benefits being made directly to the employee by the Worker's Compensation Insurance Carrier or at such time as a duly licensed physician, after examining the employee at the Employer's direction, certifies that the employee is able to resume work, subject to Article Eighteen, Section H.
- G. Employees who are injured, whether slightly or severely while working, must make an immediate report with eight (8) hours thereof to the Borough Administrator or his designee.
- H. The employee, upon request of the Borough Administrator, shall submit periodic status reports from his physician.
- I. Any employee who is on paid injury leave who engages in outside employment without the written permission of the Borough Administrator or his designee shall be subject to discipline up to and including discharge.

ARTICLE TWENTY-TWO

TERMINAL LEAVE

A. Effective January 1, 2004 all employees who retire after having completed ten (10) years of service with the Employer, who have reached the age of 50 prior to the exhaustion of the leave provide for in the Section A, and whose application for retirement benefits has been approved by the New Jersey State Division of Pensions, shall be entitled to a terminal leave with pay from the Employer on the following basis:

- 1. For the first ten (10) years of service, twenty (20) days pay;
- 2. For each additional year of service thereafter, two (2) days pay.

B. The Borough shall determine if the terminal leave is paid in a lump sum or paid out over the normal payroll schedule. Terminal leave paid out over the normal payroll schedule shall not entitle the employee to additional pay for holidays which may occur during the payout period. If the terminal leave shall carry over into a new calendar year, said employee shall be entitled solely to the benefits earned, including rate of pay, or acquired to the time that terminal leave commenced.

C. Terminal leave pay shall be in addition to normal vacation benefits.

D. Terminal leave shall only be granted to an employee based upon continuous service within the Borough. Recall from layoffs shall be considered continuous time.

E. The granting of the terminal leave provided in Section A of this Article shall require, as a condition precedent, that the employee give no revocable written notice to the Borough of his/her intention to retire from employment at least six months prior to the effective date of such retirement.

ARTICLE TWENTY-THREE

SEVERANCE PAY

All full-time employees shall receive a severance pay of two (2) weeks upon their employment being terminated for any reason, except just cause, by the Employer.

ARTICLE TWENTY-FOUR

VACATION TIME

A. All full-time employees hired on or after January 1, 2002 shall receive vacation as detailed in the Borough's Employee Manual. If no Employee Manual shall have been adopted by the Borough then such details as provided by resolution or by Borough Code, respectively.

B. In determining all vacation leave, the employee's years of service prior to the adoption of the above vacation schedule shall be credited.

C. All vacation leave for one (1) year may be taken consecutively, up to two (2) weeks, provided the employee gives to the Employer sixty (60) days prior written notice. All vacation leave for one (1) year, beyond the first two (2) weeks shall be scheduled at the mutual agreement of the Department Head and the employee, except that on the 5th, 10th, 15th, 20th and every 5th anniversary thereafter, the employee shall be entitled to take all vacation leave consecutively except accumulated vacation without the approval of the Department Head.

D. Vacation schedules shall be accomplished by the Department. All employees shall advise their Department Heads of their first or second choice for vacation and the employer shall post a vacation list by the close of the second week of each January. Conflicts shall be determined by seniority. Employees will not be

permitted to take single vacation days without the written permission of the Employer.

- E. In the event an official holiday falls during an employee's vacation, he or she shall be entitled to an additional vacation day.
- F. Employees may elect to be paid in advance for vacation time provided fourteen (14) days prior written request is given to the Employer's CFO. Payments shall be made on the last working day prior to the vacation.
- G. Any employee may make written request to the Employer prior to September 15th of any year for monetary compensation, on a straight time basis, in lieu of the taking of vacation. The Employer, at its sole discretion, may grant a request and if granted the employee shall receive such compensation on the last pay period of the calendar. An answer to such request shall be given by the Employer no later than the second Council Meeting following said request.

ARTICLE TWENTY-FIVE

DISCRIMINATION

The Employer is committed to basing judgements concerning employees solely on their qualifications, abilities and performance. No employee shall be discharged, demoted, disciplined, reassigned, transferred, or discriminated against because of age, sex, race, creed, color, ethnic background, political affiliation, union affiliation, lawful Association activity or non-Association activities. Any alleged discrimination may be pursued under the grievance and arbitration provisions of this Agreement.

ARTICLE TWENTY-SIX

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

- B. Nothing herein shall be construed as limiting the right of any employee to discuss the matter informally with any appropriate member of the department. Nothing contained herein shall prohibit the parties from raising a timeless argument under this Article.
- C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or group of employees of the interpretation, application or violation of the negotiable terms and conditions of employment. With regard to the Borough, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of employment.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by the Agreement and shall be followed in its entirety unless any step is waived by mutual consent.
- E. Procedure

Level One

An employee with a grievance should first file a written grievance with their immediate supervisor, either directly or through their Association Representative, with the objective of resolving the matter informally. The aggrieved shall have ten (10) working days to file a grievance at Level One after a situation arises or after he first learns of it or reasonably should have learned of it.

Level Two

Should no acceptable agreement be reached within five (5) days, the grievance shall be submitted to the Borough Council or its designee, who will have five (5) days to render a decision in writing. The Borough will give written notification to the Association of its designee for purposes of the Grievance Procedure.

Level Three

Should no satisfactory decision be reached at Level Two or should no response be received within the specified number of days, the Association may submit the grievance to arbitration. Selection of an arbitrator shall be accomplished by utilizing the services of the New Jersey Public Employment Relations Commission (PERC). Any such arbitration shall be advisory only. The

cost of the arbitration, transcripts, and related expenses, exclusive of Association counsel and/or consultant, shall be borne equally by the Employee's Association and the Borough. The arbitrator shall not change, limit or modify this Agreement.

F. Miscellaneous

1. All grievances must show the signature of the Association's designated grievance chairperson or President, except where the grievant is representing himself.

2. All decisions in the grievance procedure, except informal Level One, shall be in writing, setting forth the decision and the reason(s) therefore, and shall be submitted in accordance with Section C of this Article.

3. All hearings and meetings in the procedure shall be confidential and not conducted in public.

4. Any aggrieved person may be represented at all levels of the grievance procedure by himself, or by a representative approved by the Association. Copies of any unofficial grievance submitted by an individual shall be forwarded by the Employer to the Association. When a grievant is not represented by the Association, the Association may be represented to offer its position and safeguard the integrity of the contract on all levels of the procedure. It shall be the responsibility of the Employer to inform the Association, in representation. This Agreement in no way limits the right of the individual to confer with his Employer or any matter of mutual concern. No such problem shall be remedied in such a manner as to be in conflict with or modify any provision on this Agreement.

5. Grievance hearings will be held at times and locations convenient to both parties.

6. Reference to "days" means working days unless otherwise stated.

7. If a grievance is filed as a result of action taken by the Council Designee, Mayor or Borough Council, Level One of the grievance procedure shall be the Borough Administrator.

8. The parties may direct the arbitrator to decide, as a preliminary question, whether he or she has jurisdiction to hear and decide the matter in dispute.

9. Only one grievance at a time, unless a class grievance, may be submitted for consideration by a single arbitrator.

10. The arbitrator shall be bound by the provisions of this Agreement and by the Constitution and Laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him involving the grievance.

ARTICLE TWENTY-SEVEN

NO UNILATERAL CHANGES

The Borough agrees that there shall be no unilateral changes in the terms and conditions of this Agreement.

ARTICLE TWENTY-EIGHT

This Article intentionally left blank.

ARTICLE TWENTY-NINE

EXAMINATIONS

- A. If required, examinations shall be given in such convenient places and at such times as to attract qualified candidates and adequate notice shall be given to all qualified applicants. In addition, all vacancies shall be posted, in writing, by the Employer for a period of one (1) week at least in the Borough Personnel Director's Office and be given to the appropriate Department Head who shall post same.
- B. Candidates who qualify for appointments through the examination procedure shall be placed on a list for the appropriate classification title and the rank order of the grades they obtained on the examination.
- C. Each candidate shall be entitled to obtain his or her examination results.
- D. If the management decides to fill a permanent vacancy below the level of Supervisor not caused by vacations, illness, leave or similar reason, a written notice of the opening, indicating the position, rate and necessary qualifications shall be posted on the bulletin board for a period not to exceed six (6) working days. Any employee may signify to the Management, in writing, during that period an interest in being considered for the opening.

ARTICLE THIRTY

BREAKS

Each employee shall be entitled to one (1) ten (10) minute break for each half-day period of work (morning and afternoon shall be considered a half-day period of work and equivalent periods for second and third shifts, shall also be considered half-day periods of work). In addition, each blue collar employee shall be entitled to a five (5) minute wash-up period at the end of each scheduled work period.

ARTICLE THIRTY-ONE

POLITICAL OFFICE

Employees shall not engage in any political activities nor seek or accept nomination or election to any Municipal Office or the Board of Education during working hours or on the Employer's property without first obtaining a leave of absence. Any employee elected as a member of the governing body shall be granted a leave of absence without pay for the term to which he or she has been elected.

ARTICLE THIRTY-TWO

RIGHTS AND PRIVILEGES OF THE ASSOCIATION

- A. The Employer agrees to make available to the Association within a reasonable time all existing public information concerning the Borough of South River, including but not being limited to the financial statements, debt statements and annual audit report, annual budgets, which may be relevant to contract negotiations or to process any grievance, unfair practice charge, arbitration or complaint. All such information shall be updated upon request. All requests shall be made through the Borough Administrator.
- B. Whenever any representative of the Association or any employee is required by the Employer or the Association to participate during working hours in contract negotiations, grievance procedures, arbitration hearings, unfair practice charges, or other formal PERC Hearings or PERC Pre-Hearing conferences, the employee shall suffer no loss in pay.
- C. The Borough shall provide space for Association bulletin boards.
- D. Such bulletin board space shall be used by the Association for posting of notices and bulletins pertaining to union business and activities only.

- E. No matter may be posted by an Employee without receiving the express permission of the officially designated Association Representative.
- F. The Association President shall have the option of being accompanied by any designated Association member he/she selects when asked to meet with the Employer or its representatives on Association business. Such meetings shall be held at times convenient to the Association and the Borough.

ARTICLE THIRTY-THREE

PERSONNEL FILES

Each bargaining unit member shall have the right to have placed in their personnel file any positive evaluation, commendation or any not or letter of a complimentary nature received in relation to their employment by the Borough of South River.

ARTICLE THIRTY-FOUR

EMPLOYEE EXPENSES

- A. Authorized expenses incurred by an Employee on the Employer's behalf shall be reimbursed by the Employer within thirty (30) days after the Employer's receipt of a voucher for the expense with an attached receipt, if possible.
- B. **TRAINING, TRAVEL AND PROFESSIONAL ORGANIZATION DUES**
The Borough shall be responsible for all registration fees, sundry expenses, and release time for seminars, workshops, and lectures and/or other programs for Borough mandated professional improvement or maintenance of required professional certification. Non-required seminars, workshops, and lectures shall be considered by the Borough Business Administrator for reimbursement at his sole discretion. Mileage, travel and other related expenses to and from such sessions shall be paid by the Borough. The mileage rate shall be the current IRS maximum.
- C. **SAVE HARMLESS**
Employer agrees to indemnify and hold employees harmless from any liability which employees may incur arising out of performance of their duties pursuant to this Contract. Employer further agrees to provide the employees with the necessary means for the defense of any action or legal proceeding arising out of or

incidental to the performance of their duties, but not for his defense in any proceeding arising out of or commenced against the Borough of South River or any instrumentality thereof, or other disciplinary proceeding instituted against him by the Employer or in any criminal proceeding instituted as a result of a complaint by the Employer. Said attorney retained by the Employee under this Article shall be entitled to no more than the Borough Attorney's hourly rate as compensation.

ARTICLE THIRTY-FIVE

SAFETY

- A. The Employer agrees to promote the safety and adequacy of all working areas, equipment and tools provided for employee use and shall provide all necessary safety equipment.
- B. It is further understood that employees will report all safety hazards and defects to their immediate supervisors, and also make written reports of all job-related accidents involving injury or damage of any persons or property. If the supervisor agrees that a hazard or defect exists, he shall inspect and correct such hazards or defects.
- C. The Employer shall continue the existence of the Safety Committee which at all times shall consist of four (4) members, two (2) from the Association and two (2) from the Employer.
- D. The Safety Committee shall meet to discuss any safety matters periodically and shall make recommendations regarding such matters.
- E. Employees who fail to use Borough supplied safety equipment shall be subject to disciplinary action up to and including discharge.

ARTICLE THIRTY-SIX

MEAL REIMBURSEMENTS

Any Employee required to work through a supper or other meal hour shall be credited with a meal allowance of fifteen dollars (\$15.00).

ARTICLE THIRTY-SEVEN

TRANSFERS

If an Employee is transferred or reassigned into another department, his or her service shall be considered continuous for all purpose of employment, including but not limited to promotion, seniority, layoff and vacation.

ARTICLE THIRTY-EIGHT

COMPUTATION ERRORS

During the term of this Agreement, all computation errors shall be corrected within a reasonable time after discovery and notice to the Employer.

ARTICLE THIRTY-NINE

TEMPORARY WORK ASSIGNMENT

In the absence of an appropriate list for the filling of a temporary position, vacancies may be filled temporarily by Resolution of the Employer. Such temporary assignments shall have a maximum duration of twelve (12) months and no temporary appointment shall confer any tenure of office upon the Employee. Employees assigned to fill higher level positions on a temporary basis shall be paid at the rate of the minimum of the higher level position.

ARTICLE FORTY

SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be effected thereby and shall continue in full force and effect.

ARTICLE FORTY-ONE

SHOP STEWARDS

One day per month the Employer shall permit one (1) Shop Steward to leave his or her employment at 12:45 PM for the purpose of attending the monthly shop steward seminar held at the Institute for Labor and Management Relations at Rutgers University. The Shop Stewards attending these meetings shall suffer no loss of pay or other benefits. If the meeting is over by 3:00 PM he or she shall return to work within thirty (30) minutes.

ARTICLE FORTY-TWO

REINSTATEMENT

When an Employee is reinstated within two (2) years following a layoff to a position in the same classification, he or she shall enter the position at the same salary step as was received in the previous position. Service shall be considered continuous for the purposes of promotion. Seniority, layoff and vacation, exclusive of the length of time during layoff.

ARTICLE FORTY-THREE

LAYOFFS

The Employer agrees that in the event of employee layoffs for bona fide economy or other legitimate reasons, with good faith demonstrated on the part of the Employer to the Association, same shall be on the basis of Borough wide seniority beginning with temporary help, then provisional employees and last, permanent employees. In no instance shall permanent employees be laid off and part-time employees retained within job title. Qualifications to perform a particular job shall be the overriding criteria in any "bumping" of another employee. In all cases the Employer shall provide fourteen (14) days absent written notice to employees to be laid off. Employees who are laid off pursuant to this paragraph shall be placed on an eligibility list for rehire for any vacancies for which they are qualified. Such employees, if so qualified shall be given preference over new employees. The employee shall remain on the recall list for a period of two (2) years.

ARTICLE FORTY-FOUR

MAINTENANCE OF WORK OPERATIONS

- A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf, will cause, authorize, or support any strike (i.e., the concerted failure to report for duty or the concerted and willful absence of employees from their positions, or stoppage of work, or absence in whole or in part, from the full, faithful, and proper performance of the Employee's duties of employment) work stoppage, slow-down, walk-out or other illegal job action against the Employer.
- B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Association member shall entitle the Employer to consider such activity as grounds for discipline up to termination of employment, but said discipline must, if imposed, be equally applied to each and every employee who participates.

- C. The Association agrees that it will make every reasonable effort (provided same does not require the disbursement of Association funds) to prevent its members from participating in any strike, work stoppage, slow-down, or other illegal job action, or supporting any such activity by any other employee or group of employees of the Employer, and that the Association shall publicly disavow each action and request all of its members who participate in such activity to cease and desist from same immediately and return to work.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction in the event of such breach by the Association or a concerted breach by members of the Association.
- E. The Employer agrees not to lock-out its employees.

ARTICLE FORTY-FIVE

CLOTHING AND UNIFORMS

- A. Employees shall be required to wear such uniforms or clothing as detailed in any general order established by the Director.
- B. All employees shall receive \$595.00 per year for boots and clothing. Employees shall not be allowed to wear clothing/hats from outside vendors so long as the vendor does not do any business with the Borough.
 - 1. Clothing destroyed or damaged by the negligence of the employee shall be replaced by the employee at his own expense.
 - 2. Any employee will be sent home, without pay, if he reports to work not in his uniform without reasonable cause.
 - 3. Clothing Allowance shall be pro-rated during an employee's first and last year of service.

ARTICLE FORTY-SIX

DISCIPLINE

- A. Any suspension, fine, demotion or disciplinary action taken against any employee shall be subject to the grievance procedure and arbitration procedure provided for in this Agreement, in addition to any other remedy prescribed by law.

B. No employee shall be reprimanded, disciplined or reduced in rank or compensation without just cause.

ARTICLE FORTY-SEVEN

MANAGEMENT RIGHTS

The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities, conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, from time to time as amended, including, but without limiting the generality of the foregoing, the following rights:

A. The Executive Management and Administrative control of the Borough Government, and its properties and facilities.

B. To decide the number of employees needed for any particular time except where questions of employee safety are involved, and to be in sole charge of the quality and quantity of work required.

C. To hire all employees, whether permanent, temporary, or seasonal, to promote or retain employees in positions with the Employer.

D. To set rates of pay for temporary and seasonal employees.

E. To suspend, demote, discharge or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

F. Nothing contained herein shall prohibit the Employer from contracting out any work.

ARTICLE FORTY-EIGHT

SAVINGS PROVISION

It is mutually understood and agreed that all benefits currently enjoyed by employees shall remain in full force and effect and become a part of this Agreement.

ARTICLE FORTY-NINE

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates that complete and final understanding and settlement by the parties of all bargain able issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter; whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE FORTY-FIFTY

DURATION OF AGREEMENT

A. This Agreement shall be for a four (4) year term commencing on January 1, 2019 and concluding December 31, 2022.

B. All of the provisions of this Agreement shall remain in full force and effect until a successor Agreement is executed.

C. Payment of retroactive wage increases shall be made as soon as practical after the signing of the Agreement.

D. On or about August 1, 2022 the parties shall meet to discuss the continuation of the terms of this agreement (in whole or in part) for an additional three or four years or such time as may be mutually agreed upon.

FOR THE SOUTH RIVER SEWER AND WATER ASSOCIATION-LOCAL 60

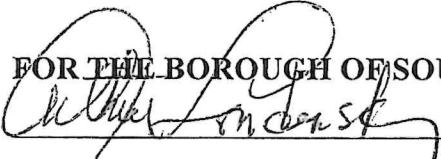


President, Robert Baker

6-6-19

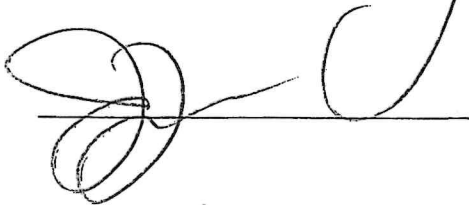
Date

FOR THE BOROUGH OF SOUTH RIVER



Arthur Londensky

Interim Borough Administrator



Joseph Zanga

Chief Financial Officer

6/6/19

Date

Tentative

Memorandum of Agreement

Between

The Borough of South River and South River Sewer and Water Association

Term January 1, 2023 through December 31, 2023

Effective 1-1-2023 2% salary increase across the board

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Borough of South River, New Jersey on this day of 2023.

South River Sewer and Water Association

By: Michael J. Smith

Michael Smith

Representative

Borough of South River

Arthur Londensky

Arthur Londensky

Borough Administrator

Joseph Zanga

Joseph Zanga

Chief Financial Officer