

Memorandum of Understanding (MOU)
2023 - 2026
between
The Borough of Lavallette
and
Teamster Local Union No. 469

The Borough of Lavallette (hereinafter referred to as the "Borough") and Teamsters Local Union No. 469 an Affiliate of the International Brotherhood of Teamsters (hereinafter referred to as "Teamsters") enter into this Memorandum of Understanding setting forth the terms of the new Collective Bargaining Agreement ("Agreement"). The parties acknowledge that Ted Golumbuski and Peter Kane are both being promoted to Supervisory positions and will be represented by Teamsters Local Union 469. This MOU is subject to ratification of the parties. The Union bargaining committee recommends ratification of this agreement to its membership.

1. Establish a new agreement for the Lavallette DPW Supervisors and recognize Teamsters Local Union 469 as the certified bargaining representative for the unit. The terms and conditions of the Department of Public Works contract shall be incorporated with the following changes:

2. Term of the agreement:

Four (4) full years to be effective January 1, 2023 and expire December 31, 2026.

3. Ted Golubowski to be promoted to the position of Public Works Superintendent effective January 1, 2023 at an annual salary of \$142,500 plus sewer stipend included in pensionable base. There shall be a

2.9% increase on January 1, 2023

2.9% increase on January 1, 2024

2.9% increase on January 1, 2025

2.9% increase on January 1, 2026

4. Peter Kane to be promoted to the position of Assistant Public Works Superintendent / Supervising Electrician effective and retroactive to January 1, 2023 at an annual salary of \$138,500. There shall be a

2.9% increase on January 1, 2023

2.9% increase on January 1, 2024

2.9% increase on January 1, 2025

2.9% increase on January 1, 2026

6. Employees covered by this agreement shall work forty (40) hours a week. If for some reason the Employee works more than forty (40) hours in a given week, his or her schedule shall be reduced in the future on an hour for hour basis with no additional compensation for the extra hours worked. The Employee shall not be required to work any of the legal holidays that white collar employees in the Borough have off.

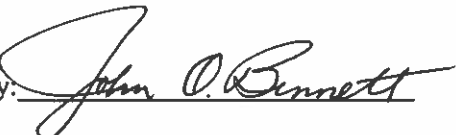
In the event of an emergency, as declared by the Mayor and Borough Council, for a set period time established for same, the Employee can work in excess of a forty (40) hour work week (which must be documented) and paid sixty dollars (\$60) per hour, less all applicable deductions for all hours worked in a week, under these circumstances, in excess of forty (40) hours. If the Employee works in excess of forty (40) hours in a work week, he shall not be entitled to any overtime compensation of any kind under any law, statute, rule and/or regulation. Employees covered by this agreement are in an exempt position for any maximum hour requirement

found under any State or Federal law, and accordingly, the Superintendent will not be paid for any overtime or any other compensation whatsoever beyond what is explicitly stated in this agreement.

TEAMSTERS LOCAL UNION NO. 469

By: 

BOROUGH OF LAVALLETTE

By: 

~~July 1, 2022~~

December 7, 2022

AGREEMENT

BETWEEN

BOROUGH OF LAVALLETTE

AND

**TEAMSTERS LOCAL UNION NO. 469
LAVALLETTE PUBLIC WORKS
SUPERINTENDENTS**

January 1, 2023 – December 31, 2026

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PREAMBLE

1. This Agreement entered into by the Borough of Lavallette, located in Ocean County, New Jersey, hereinafter referred to as the “Employer”, and Lavallette Public Works Superintendents/Teamsters Local Union No. 469, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the “Union”, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

2. The effective date of this contract shall be the date a final agreement is reached, except that for purposes of the wages to be paid to members of the Union, this Contract shall be retroactive to January 1, 2023, except as otherwise specifically set forth herein.

ARTICLE 1 - RECOGNITION

1. The Employer recognizes Lavallette Public Works Superintendents/Teamsters Local Union No. 469 as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment for all personnel under contract listed in the classification herein, and for such additional classifications as the parties may later agree to include. This recognition however, shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as established by the Laws of 1968, Chapter 303 and the amendment of Public Law 1974, Chapter 123, approved October 21, 1974, Senate No. 1087.

2. The Bargaining Unit shall consist of the Superintendent and the Assistant Superintendent.

ARTICLE 2- CHECK-OFF

1. The Employer agrees to deduct monthly union membership dues from the pay of employees. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions from all employees shall be remitted to the Union together with a list of names of all employees for whom the deductions were made by the tenth (10th) day of succeeding month after such deductions were made.

2. Employees covered by this Agreement may only request deduction for the payment of dues to the duly certified majority representative named herein.

3. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend any administrative or court litigation concerning this provision. In any such

litigation, the Employer shall have no obligation to defend this provision but shall cooperate with the Union in defending this provision.

ARTICLE 3 - BILL OF RIGHTS

To ensure that individual rights of employees in the bargaining unit are not violated, the following shall represent the Employees Bill of Rights:

1. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in the Agreement, if the employee so chooses to have such.

2. An employee shall be entitled to Union representation at each stage of a disciplinary hearing, if the employee so chooses to have such.

3. No employee shall be required by the Employer and/or its agents to submit to an interrogation unless the employee is afforded the opportunity of Union representation.

4. An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as a result of exercise of his rights under this Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

It is mutually understood and agreed that the Employer has the prerogatives of management in the direction of employees including, but not limited to, establishment of reasonable work rules; rights of hiring; suspending; discharging for proper cause; promoting; transferring; assigning or reassigning; or scheduling to determine the standards of selection for employment; of maintaining the efficiency of the operation and technology of performing its work; establishing contracts or subcontracts for Employer operations, provided that this right shall not be used for the purpose or intention of undermining the Union or discriminating against its members; of determining the methods, means and personnel by which its operations are to be conducted; of determining the content of job classifications, subject to the New Jersey Civil Service Commission regulations and any other applicable law or provisions of this Agreement.

ARTICLE 5 - WAGES

1. Schedules of salaries and wages for employees covered by this Agreement with various levels of wages, is established for job classifications and is made a part of this Article and is attached to the Agreement in Attachment #1.

2. Each employee covered by this agreement shall receive the following annual increases to their base pay salary:

2.9% increase on January 1, 2023

2.9% increase on January 1, 2024

2.9% increase on January 1, 2025

2.9% increase on January 1, 2026

ARTICLE 6 – DISABILITY COVERAGE

The Borough of Lavallette agrees to cover employees covered by this Agreement with disability Insurance. The employees shall contribute up to one-third (1/3) of the costs of the disability coverage through payroll deduction to the maximum employee contribution mandated in the NJ Disability Plan.

The Plan Design shall be as follows:

	<u>Benefit</u>	<u>Maximum</u>
Weekly Indemnity	67% of weekly salary	\$1,000.00/week
Cause	Non-occupational Causes Only	
Benefits Begin	8 th day for accidents	
	8 th day for sickness	
Pregnancy	Covered as any illness	
Duration of Benefits	26 weeks	

ARTICLE 7 – EXTRA TIME

Employees covered by this agreement shall work forty (40) hours a week. If for some reason the Employee works more than forty (40) hours in a given week, his or her schedule shall be reduced in the future on an hour for hour basis with no additional compensation for the extra hours worked. The Employee shall not be required to work any of the legal holidays that white collar employees in the Borough have off except in the case of an emergency.

ARTICLE 8– EMERGENCY TIME

In the event of an emergency, as declared by the Mayor and Borough Council, for a set period time established for same, the Employee can work in excess of a forty (40) hour work week (which must be documented) and paid sixty dollars (\$60) per hour, less all applicable deductions for all hours worked in a week, under these circumstances, in excess of forty (40) hours. If the Employee works in excess of forty (40) hours in a work week, he shall not be entitled to any overtime compensation of any kind under any law, statute, rule and/or regulation. Employees covered by this agreement are in an exempt position for any maximum hour requirement found under any State or Federal law, and accordingly, the Superintendent will not be paid for any overtime or any other compensation whatsoever beyond what is explicitly stated in this agreement.

ARTICLE 9 - HOLIDAYS

1. The following shall be paid holidays for all employees covered by this Agreement:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
July 4th
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

2. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays that fall on a Sunday shall be celebrated on the following Monday. Holidays which fall within an employee's vacation period shall be celebrated at the Employee's option based upon the needs of the Department.

3. To be eligible for Holiday pay, an employee must work or be on an approved leave the last working day prior to the Holiday and the first working day after the holiday. Approved leave consists of sick, vacation, compensation and personal time.

ARTICLE 10 - PERSONAL DAYS

Superintendent and Assistant Superintendent Employees employed by the Employer shall receive three (3) personal days.

ARTICLE 11 - VACATIONS

Twenty Five (25) days vacation leave will be granted to each full-time Superintendent or Assistant Superintendent employee each year.

ARTICLE 12 - SICK LEAVE

1. Employees shall be entitled to the following number of sick days with pay:
 - a. Fifteen (15) sick days leave with pay for each calendar year thereafter.
 - b. Unused sick time shall be accumulated from year to year.

2. A total of thirty (30) days of accumulated sick leave will be paid to the employee upon retirement, resignation in good standing after ten (10) years service or in case of death. Payment shall be made to the estate of the employee in the case of death. Any employee hired on or after May 21, 2010 shall be capped at Fifteen Thousand (\$15,000.00) Dollars.

3. If an employee is discharged for cause, the employee shall not receive any accumulated sick leave or payment therefor.

4. An employee may use sick leave for reasons of illness or illness in the immediate family or for any personal medical appointments for which doctor's note will be submitted and notification will be in accordance with Section 8 of this Article.

5. If an employee is absent for more than four (4) consecutive working days, the Employer may require proof of illness from a physician.

6. Employees shall be entitled to sell back all or any portion of their unused sick time earned during the calendar year, provided that any sick days taken during the year shall be deemed to be taken against the sick days earned during that year. Sick days earned prior to January 1, 1982 may not be sold back. An employee choosing to sell back unused sick time for any year shall notify the Municipal Clerk by November 1 of that year and payment shall be made by January 15 of the following year.

ARTICLE 13 - DEATH IN FAMILY

1. A leave of absence with pay, up to and including three (3) days may be granted to an employee desiring such leave because of death in the immediate family. Two (2) additional days with pay shall be granted if the funeral or burial service takes place outside the State of New Jersey.

2. For the purpose of clarification, immediate family shall include the following: mother, father or parental guardian, brothers and sisters, spouse, children, grandmother and grandfather, mother-in-law and father-in-law, brother-in-law and sister-in-law.

ARTICLE 14 - LEAVE OF ABSENCE

1. An employee may be granted a leave of absence without pay for a period not to exceed six (6) months for illness, education or other reasons deemed appropriate at the discretion of the Governing Body; provided, however that the employee shall not accept or engage in employment during the period of such leave of absence.

2. At the expiration of such leave, the employee shall be returned to the employee's former position, and receive all increases in benefits granted during the leave of absence.

3. Seniority shall be retained and shall accumulate during medical or active military duty leave. However, seniority shall be retained but shall not accumulate during any other leave.

4. Any employee who is granted a leave of absence will continue to be covered under Medical Benefits Program of the Borough, provided the employee makes arrangements to pay the insurance premiums to the Borough.

ARTICLE 15 - HOSPITALIZATION AND MEDICAL BENEFITS

1. The Employer agrees to provide to all employees covered by this Agreement and their eligible family members an insurance plan. Effective January 1 2014, all employees shall be covered by the provisions of Ch. 88, P.L. 2012, including all applicable retirees. For purposes of this Article, base salary is the amount on which pension contribution is based (or would be if the employee is enrolled). An employee, who opts out of the health benefit program, will not be requested to make said contributions during the time period in which he or she is not enrolled. Effective January 1, 2018, all bargaining unit members shall contribute towards their health insurance based on a Tier 3 percentage (%) established under Ch. 88, P.L. 2012.

2. The Borough of Lavallette hereby agrees to contribute the sum of \$ \$988.43 per month for employees covered by this Agreement to Local 469's Welfare Fund for the purpose of furnishing benefits to the unit employees. (January 1, 2022 rates)

The monthly contribution rate shall be \$266.00 for retirees (as per section 3). (January 1, 2022 rates)

The Fund is located at 3400 Highway 35, Suite #8, Hazlet, New Jersey 07730.

Local 469 agrees that the Borough of Lavallette shall not be charged any welfare fund premium increase during the term of this Agreement greater than that charged to any other public employer participating in the Local 469 Welfare Fund.

Payment of prescription benefits for unit retirees shall be covered through the State Health Benefits Plan. Dental and Vision Coverage shall remain through the Local 469 Welfare Plan.

The Fund shall provide Prescription Drug Coverage, Dental and Vision coverage for covered employees and their eligible dependents. The Fund will also cover participant employees with Life Insurance of \$15,000.00 and \$15,000.00 AD&D. Said Life insurance and AD&D shall be reduced at certain ages as outlined in the employee's current coverage. An explanation of the benefits shall be provided to the Borough and to each covered employee.

The Employer agrees to be bound by the Trust Agreements of the Welfare Fund and to any of the amendments that may be made from time to time. By reference hereto, the Trust Indentures is made part of this Agreement. The benefits of the Health and Welfare programs contributed to by the Employer for the employees covered by this Agreement shall be those formulated by the Trustees of the respective plan.

The insurance carrier shall be selected by the Employer, provided however, that the new policy provides coverage at least equal to the benefits under the current plan.

3. Payments of Health Insurance premiums, upon retirement, shall be made for medical benefits through the New Jersey State Health Benefits Plan pursuant to the provision of Chapter 88, Public Laws of 1974. The service year's requirement shall be the same as contained in the aforementioned law. Premiums for the Dental, Vision and Life Insurance shall also be remitted for qualifying employees. Prescription coverage which shall be provided for the retiree under the N.J. State Health Benefits Plan.

ARTICLE 16 - WORKER'S COMPENSATION

1. An employee shall not be required to utilize sick leave during the period of disability and shall be reimbursed for any sick leave used for this purpose.

2. It is the intention of this Article that the Employer shall be obligated during the period of disability to pay a sum equal to the employee's full salary less any disability benefits paid by the worker's compensation insurance carrier.

ARTICLE 17 - CLOTHING MAINTENANCE ALLOWANCE

1. Each employee shall receive safety shoes.

2. Each employee shall receive uniforms to be supplied by the Employer. This will include pants, shirts, and outer clothing. Exchanges shall be made on a one for one basis as needed for reasonable wear and tear.

3. Each employee shall receive an annual clothing maintenance allowance of Seven Hundred Dollars (\$700.00), less all applicable deductions. Retroactive to January 1, 2022, each employee shall receive an annual clothing maintenance allowance of Seven Hundred Fifty (\$750.00) Dollars, less all applicable deductions. Effective January 1, 2023, each employee shall receive an annual clothing maintenance allowance of Eight Hundred (\$800.00) Dollars, less all applicable deductions.

4. The clothing maintenance allowance shall be paid on or before June 1 of each year.

ARTICLE 18 - DISCIPLINE AND DISCHARGE

1. There shall be no disciplinary action except for just cause.

2. No form of discipline or reprimand shall be done in such a way that causes embarrassment to the employee involved.

3. Other than an oral reprimand, the employee and the Union shall be furnished with a written copy of any disciplinary action to be taken, with the reasons therefor.

4. Employees shall have the right to appeal any discipline through the grievance and arbitration procedure, except that any discipline subject to an appeal to the New Jersey Civil Service Commission shall be to the Commission rather than arbitration. The appeal shall be instituted at a level of grievance procedure deemed appropriate under the circumstances. The employee shall have the right to present evidence and testimony and to cross-examine witnesses.

ARTICLE 19 - GRIEVANCE PROCEDURE

For the purpose of this contract, a grievable matter shall be understood to be a breach, misinterpretation or improper application of the terms of this contract or denial of legal rights. The following procedure shall be used to effect settlement of grievances.

Step 1

- a. The grievant shall attempt to resolve the grievance verbally with the Business Administrator within ten (10) working days of the incident.
- b. The Business Administrator will answer or settle the matter within seven (7) working days of receipt of the grievance.

Step 2

- a. The grievant may appeal to the Mayor and Council within seven (7) working days after the expiration of Step 1.
- b. The Mayor and Council will answer or settle the matter within seven (7) working days after the receipt of the grievance.

Step 3

- a. If the aggrieved person is not satisfied with the disposition of the grievance by the governing body, the grievance may be submitted to arbitration within twenty (20) working days after the expiration of Step 2.
- b. Within ten (10) working days after written notice of submission to arbitration, the Employer and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from the arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators shall be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of Public Employment Relations Commission (PERC) in the selection of an arbitrator.
- c. The Arbitrator so selected shall confer with the representatives of the Employer and Union, hold hearing promptly and issue a decision not later than thirty (30) working days from the date of the close of the hearings, or if the oral hearings have been waived, then from the date of the final

settlement and proofs on the issues are submitted. The Arbitrator's decision shall be in writing and set forth findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any recommendation which requires the commission to an act prohibited by law or which requires the commission to an act prohibited by law or which is violative of the terms of this contract.

d. The Arbitrator shall be limited to the interpretation and application of the terms of this Agreement and to the issues submitted, and consider no other (s),

e. The Arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not provided in this Agreement.

f. The award of the Arbitrator on the merits of any grievance within the Arbitrator's jurisdiction and authority as provided in this Agreement shall be binding.

g. The cost of the Arbitrator's fee shall be shared equally by both parties.

h. Nothing in the Article shall be construed to deny the grievant the right of appeal to any appropriate body.

i. A working day, for the purposes of this Article, shall be defined as the normal business day of the office of the Borough Clerk.

ARTICLE 20 - GENERAL PROVISIONS

1. All employees shall be supplied with accurate job descriptions.

2. The Employer agrees to keep an accurate, up to date record of unused vacation time and sick time for all employees.

3. Employees shall be reimbursed for the cost of job related courses provided that the courses and all costs are approved in advance, and provided that the courses are successfully completed.

4. It is agreed that representatives of the Employer and Union will meet from time to time upon request of either party to discuss items of general interest or concern which are not necessarily a grievance.

5. Employees shall be reimbursed for the additional cost of procuring and/or maintaining their Commercial Drivers Licenses (CDL).

ARTICLE 21 - UNION BUSINESS AND VISITATION

1. Officers of the Local Union may, during working hours and without loss of pay:

- a. Investigate and confer on grievances and disciplinary actions;
- b. Post notices on the Union bulletin boards;
- c. Meet and confer with representatives of Teamsters Local Union No. 469.

2. Representatives of Teamsters Local Union No. 469 may enter the Employer's premises for the purpose of investigating and/or conferring on grievances and disciplinary actions. The visitation shall only be allowed after the supervisor of the particular work location is notified of the visit.

3. Any and all Union business or visitation shall be subject to the limitation that it shall not interfere with the normal operation of the Employer's facility and the right to conduct Union business during working hours shall not be abused.

4. The Employer shall maintain a bulletin board in the employee locker room for the exclusive use of the Union. Said notices for the bulletin board shall either be on Union letterhead or signed by the Union representative or Shop steward. There shall be no inflammatory, derogatory or offensive motives/remarks placed on said bulletin board.

ARTICLE 22 - EQUAL TREATMENT

All employees shall be treated equally regarding terms and conditions of employment, and there shall be no discrimination on account of race, religion, color, sex/sexual orientation, age, nationality, marital status, political affiliation, union membership or union activities.

ARTICLE 23 - STRIKES AND LOCKOUTS

In addition to any other restriction under the law, the Union will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentional slow down in the rate of work, or in any manner cause interference with or stoppage of the Employer's work, provided that the Employer the grievance procedure for which provision is made herein; and the Employer shall not cause a lockout.

ARTICLE 24 - DRIVE AUTHORIZATION AND DEDUCTION

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a weekly basis for all weeks worked. The phrase "weeks work" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters

shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE 25 - SAFETY AND HEALTH

The Employer shall at all times maintain safe and healthful working conditions and provide employees with any wearing apparel, tools or devices reasonably necessary in order to insure their safety and health. "Wearing Apparel" shall mean rain gear, rubber boots, coveralls and gloves.

ARTICLE 26 - SEPARABILITY AND SAVINGS

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be in violation of any law, then in such event, such clause or clauses only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

ARTICLE 27 - DISTRIBUTION OF AGREEMENT

The Union shall be responsible to distribute this Agreement to all employees in the bargaining unit. A copy of the Agreement shall be provided to the employees no less than thirty (30) days after signing this Agreement.

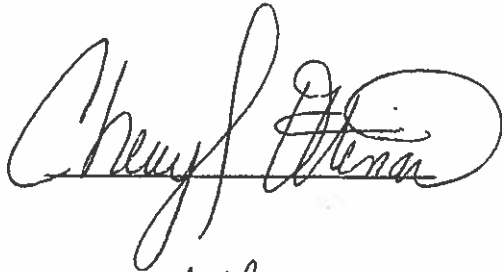
ARTICLE 28 - TERMINATION AND EXTENSION

1. This Agreement shall be in effect from the date it is signed through December 31, 2024.

2. Negotiations for a successor Agreement shall be commenced in accordance with N.J.A.C. 19:12-2.1. This Agreement will remain in full force and effect during the period of negotiations for a successor Agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives set their hands and seals this 20th of MARCH, 2023.

ATTEST:



DATED: April 18, 2023

LAVALLETTE PUBLIC WORKS-
TEAMSTERS LOCAL UNION
NO. 469

BY: Chris Manton

ATTEST



DATED: 3/20/2023

BOROUGH OF LAVALLETTE



**SIDEBAR AGREEMENT
TO THE COLLECTIVE NEGOTIATIONS AGREEMENT
BETWEEN THE
BOROUGH OF LAVALLETTE
AND THE
TEAMSTERS LOCAL 469
SUPERINTENDENTS**

WHEREAS, the Borough of Lavallette (hereinafter referred to as "Borough" or "Employer") and Teamsters Local 469 ("Union") are parties to a Collective Bargaining Agreement ("CBA") dated January 1, 2023 – December 31, 2026, and;

WHEREAS, the Employer has been made aware of certain issues regarding its funding requirements for employee "Health Reimbursement Accounts" that need to be amended and/or supplemented in according with guidance from the New Jersey State Health Benefits Program (SHBP) and;

WHEREAS, the Borough and the Union have reached an agreement on the use of a Health Reimbursement Account by members of the Union; and

WHEREAS, this Sidebar Agreement to the CBA shall be incorporated by reference into the CBA, and shall amend, supplement, revise and supplement the enumerated sections of the CBA; and

WHEREAS, all other provisions of the CBA not specifically altered herein shall remain in effect and shall be altered by this Sidebar Agreement.

NOW THEREFORE, based on the foregoing premises and mutual promises and covenants contained herein, the parties hereby agree to amend Article 15 Hospitalization and Medical Benefits of the CBA as follows:

1. **Section 1(a) [new section]** – Bargaining Unit Members have the option to enroll in NJ Direct2035.

2. Section 1(b) [new section] –Current Bargaining Unit Members enrolling in NJ Direct2035 who were previously enrolled in NJ Direct 10, NJ Direct 15, Horizon HMO, or NJ Direct 2030 plan with a health reimbursement program 2024.
3. Section 1(c) [new section] – Bargaining Unit Members hired after the effective date of this Sidebar Agreement have the option to enroll in NJ Direct2035.
4. Section 1(d) [new section] – For all Bargaining Unit Members that enroll in NJ Direct 2035 the Employer agrees to provide funds up to \$15,120.00 into a Health Reimbursement Account (HRA) for each employee regardless of their level of coverage (single, member/spouse, parent/child, or family).
5. All remaining terms and conditions in CBA not specifically addressed herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Sidebar Agreement to be executed by the Borough and the Union, said Sidebar Agreement is to become effective and operative upon fixing of the last signature hereto.

WITNESS:



Dated: 3/7/24

WITNESS:



Donnelly Amico
Borough Clerk
Borough of Lavallette

Dated: 3/7/2024

TEAMSTERS LOCAL 469



Dated: 3/7/24

Christina Montorio, BA
BOROUGH OF LAVALLETTE



Walter G. LaCicero, Esq.
Mayor
Borough of Lavallette

Dated: 3/7/2024