

AGREEMENT

Between

BOROUGH OF SOUTH BOUND BROOK SOMERSET COUNTY, NEW JERSEY

and

BOROUGH OF SOUTH BOUND BROOK PUBLIC WORKS
TEAMSTER LOCAL UNION NO. 469

JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

Raymond J. Stine, Esq.
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150 Morristown Road, Suite 105
Bernardsville, NJ 07924

PREAMBLE

This Agreement entered into this ____ day of May, 2023, by and between the BOROUGH OF SOUTH BOUND BROOK, in the County of Somerset, State of New Jersey, a municipal corporation of the State of New Jersey (hereinafter referred to as the "BOROUGH"), and Teamsters Local Union No. 469 3400 Highway 35, Suite 7, Hazlet, NJ 07730 (hereinafter referred to as the "Union"), and represents the complete and final understanding on all bargainable issues between the BOROUGH and the Union.

ARTICLE I RECOGNITION

The BOROUGH recognizes Local 469 of Teamsters Local Union as the sole and exclusive representative for the purposes of collective bargaining for all full time and regular part-time employed blue-collar employees in the Public Works Department ("Department") who are employed by the BOROUGH of SOUTH BOUND BROOK.

ARTICLE II MANAGEMENT RIGHTS

A. The BOROUGH hereby retains and reserves onto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive and management administrative control of the BOROUGH Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient

manner possible as may from time to time be determined by the BOROUGH.

2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees and to re compliance by the employees is recognized.
 4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
 5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.
 6. To lay off employees in the event of lack of work or funds or under conditions where continuation of work would be inefficient or non-productive or for other legitimate reason.
 7. The BOROUGH reserves the right regarding all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.
 8. The BOROUGH retains the right to subcontract any or all the work performed by employees covered by this Agreement. The BOROUGH will confer with the Union prior to subcontracting.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the BOROUGH, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms hereof are in conformance with the United States Constitution and applicable laws of the State of New Jersey and of the United States.

ARTICLE III
GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, and equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
2. Nothing herein shall be construed as limiting the rights of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. DEFINITION

- (1) The term "grievance" as used herein means the interpretation, application or violation of this Agreement and may be raised by an individual, the Union on behalf of an individual or individuals, or the BOROUGH. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance and arbitration procedure provided.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived in writing by mutual consent.

STEP ONE:

The Union on behalf of an aggrieved employee or employees of the BOROUGH shall institute action under the provisions hereof within seven (7) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said seven (7) calendar days shall be deemed to constitute an abandonment of the grievance.

The supervisor shall render a decision within seven (7) calendar days after receipt of the grievance.

STEP TWO:

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within seven (7) calendar days after the answer at the first step, the request for a second step meeting shall be made within seven (7) calendar days after the answer is received at the first step. Failure to act within said seven (7) calendar days shall be deemed to constitute an abandonment of the grievance. The Department Head shall set a meeting within ten calendar days after the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Department Head and the Union representative, if requested by the grievant. The Department Head's decision to the second step shall be delivered to the Union within ten (10) calendar days.

STEP THREE:

If the aggrieved person is not satisfied with the handling or result of the grievance on the second level the grievant may within ten (10) calendar days notify the BOROUGH Administrator or his designee that they wish to have him/her rule on the aggrieved matter. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance, A meeting shall be set within thirty (30) calendar days after the BOROUGH Administrator has received the request that it rule on the matter. At such meeting, the aggrieved may appear with a representative of the Union. The BOROUGH Administrator's decision at the third step shall be delivered to the Union within ten (10) calendar days after said meeting.

(2) STEP FOUR:

Should the Union be dissatisfied with the decision of the BOROUGH Administrator, the matter may be pursued by the Union on behalf of an employee or group of employees by filing a demand for arbitration with the Public Employment Relations Commission with a copy to the BOROUGH within thirty (30) calendar days after receipt of the BOROUGH Administrator's decision at step three. Failure to act within said thirty (30) calendar days shall be deemed to

constitute an abandonment of the grievance.

1. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission.
2. The arbitrator shall conduct a hearing and shall render his decision in writing with findings of fact and conclusions. The decision of the Arbitrator shall be binding subject to the rights of the Parties under N.J.S.A. 2A:24-1 et seq.
3. The arbitrator shall not add to, subtract from, modify or amend in any way this Agreement.
4. Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.
5. The cost of the arbitrator will be borne equally by the Union and BOROUGH and all other expenses incurred by either side, including the presentation of witnesses, will be borne by the side incurring same.

D. BOROUGH GRIEVANCES

Grievances initiated by the BOROUGH shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the BOROUGH and the Union and its Attorney in an earnest effort to adjust the differences between the parties. This provision does not limit in any way any potential discipline decided upon by the BOROUGH.

ARTICLE IV HOURS AND OVERTIME

- A. The hours of work of employees covered under this Agreement except as otherwise noted below will be forty (40) hours per week, eight (8) hours per day, exclusive of a thirty (30) minute per day lunch period, five (5) consecutive days per week.
- B. Regular full-time employees will be provided with one (1) thirty (30) minute break per day in the first half of the workday and a one-half (1/2) hour lunch.
- C. Vacation days, holidays, sick days, and personal days will be counted as time worked for the

purposes of Section E of this Article.

- D. Employees who work in excess of forty (40) hours per week will be paid at the rate of time and one half the regular straight time pay for all time worked in excess of forty (40) hours. Time worked on Sunday, which is in excess of forty (40) hours per week, shall be paid at double the rate of time, and there shall be a four (4) hour minimum guarantee.
- E. All overtime work shall be performed by at least one (1) regularly employed, full-time Public Works employee.

ARTICLE V

HOLIDAYS

- A. The following holidays shall be recognized:
 - 1. New Year's Day
 - 2. Martin Luther King's Birthday
 - 3. Presidents Day
 - 4. Floater Day
 - 5. Good Friday
 - 6. Memorial Day
 - 7. Juneteenth
 - 8. Independence Day
 - 9. Labor Day
 - 10. Columbus Day
 - 11. Veteran's Day
 - 12. Thanksgiving Day
 - 13. Day after Thanksgiving
 - 14. Christmas Eve
 - 15. Christmas Day
- B. When a holiday falls on a Saturday it shall be celebrated on the previous Friday. Holidays falling on Sunday shall be celebrated on the following Monday.
- C. Employees shall not be entitled to holiday pay unless they work the regularly scheduled day of work immediately preceding and immediately following the holiday, except if such employee has

been excused by the BOROUGH under such circumstances as approved vacation time, sick time or personal time. Employees absent from work due to sickness on the regularly scheduled day of work immediately preceding and immediately following the holiday may be required to furnish a doctor's note or other proof for such absence.

ARTICLE VI
VACATIONS

A. Paid vacation leave shall be allowed each employee based upon years of continuous service according to the following schedules:

One year but less than five years	Ten (10) Days
Five years but less than ten years	Sixteen (16) Days
Ten years but less than twenty-five years	Twenty-One (21) Days
Twenty-five years or more	Twenty-Three (23) Days

B. Vacation day selection is to be determined as of January 1 of each year, based on length of service in that year.

C. Vacation allowance must be taken during the current calendar year and reasonable efforts will be made to give the employee the time of his/her choosing unless the BOROUGH determines that the vacation cannot be taken because of scheduling issues or necessity, or pressure of work. Any unused vacation resulting from the scheduling, necessity or pressure of work as determined by the BOROUGH may be carried forward into the next succeeding year only during such time frame as determined by the Administrator.

D. All scheduled vacation time shall be submitted by April 30 of the current year and there will be no rescheduling of vacation time.

E. There may be five (5) days carried over in the following year but same must be utilized by March 1 of the following year. Any carryover vacation day requests must be submitted to the BOROUGH Administrator by December 31, of the current calendar year. Failure to utilize the days by March 1 will result in a forfeiture of said days.

ARTICLE VII
PERSONAL DAYS

- A. Each full-time employee covered by the Agreement shall receive personal days at eight (8) hours straight time during each calendar year of this Agreement as follows:
- | | |
|--------------------|---|
| 0-1 years | 1 days per every 3 months of employment |
| More than one year | 4 days |
- B. Personal days received are to be determined as of January 1 of each year.
- C. Requests for such personal days will be made in writing to the employee's supervisor, not less than 24 hours in advance of the day, except in cases of emergency.

ARTICLE VIII
SICK LEAVE

A. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per 2 months during the remainder of the first calendar year of employment after initial appointment and ten (10) days in every calendar year thereafter.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment.
4. Any sick time will have a sell back value of 50%.

B. REPORTING OF ABSENCE ON SICK LEAVE

If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

The employee must furnish a doctor's note with the reasons for sick leave and the

expected length of time expected to be out of work.

The BOROUGH may require an employee who has been absent because of extended illness, as a condition of his return to duty, to be examined, at the expense of the BOROUGH, by a physician chosen by the employee from a panel of physician designated by the BOROUGH. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE IX BEREAVEMENT LEAVE

Bereavement leave is to be given consistent with the applicable provision in the BOROUGH Personnel Policy.

ARTICLE X HEALTH BENEFITS

A. The Borough of South Bound Brook will offer a choice of all health benefit plans offered by the State Health Benefits program and shall continue to pay the full cost of health premiums for all Department Employees, including their families during the employee's employment, less a salary deduction at the Tier IV level made pursuant to State Law, subject to the following exceptions only.

1. The Salary deduction for employees who select the State Omnia Care plan, however, shall be at the Tier II level set forth in State Law.
2. Each employee who selects a health benefit plan with a premium that is less than the most expensive plan offered currently at Direct 10 level, other than Omnia Care, shall be reimbursed half of the annual premium cost saved by such enrollment.

In the event that reimbursement cannot be made by credit to the employee which reduces the amount that the employee contributes from his or her pay, then reimbursement shall be made in

two installments. The first such installment shall be based upon the estimated 6-month savings and will be paid to the employee on or about July 1 of each year. The remainder shall be equal to the actual savings realized by the Borough less the amount paid in the first installment, payable by December 31 of each year. The Borough reserves the right to change insurance carriers and/or plans or to self-insure so long as substantially similar benefits are provided.

- B. For those employees hired before January 1, 2014, upon retirement the Borough agrees to pay for health benefits for the retiree that has reached a minimum of 25 years of service with the Borough of South Bound Brook, except that the Retiree shall assume any increases in coverage from the date of retirement. Moreover, upon retirement there will be no dependent coverage.
- C. All Department Employees hired on or after January 1, 2014, shall not be eligible for the Borough of South Bound Brook paid retiree health insurance upon retirement. Department Employees who at the time of hire into this unit are not eligible for health insurance upon retirement would continue not to be eligible.
- D. Department Employees retiring who do not meet the above criteria will be allowed to continue the group health insurance by paying the required monthly premiums at their sole option.
- E. There is no dental insurance coverage for retirees.

ARTICLE XI PENSION PLAN

The BOROUGH shall continue for the lifetime of this Agreement to pay the BOROUGH's portion of the pension costs under the Public Employee's Retirement System of New Jersey in effect at the signing of this Agreement.

ARTICLE XII UNIFORMS

- A. The BOROUGH shall provide the following uniforms:
 - a. 3 T Shirts, twice per year.
 - b. 3 Long Sleeve Shirts, twice per year.
 - c. 3 Pairs of Pants, twice per year.

- d. 1 Carhartt jacket every two years.
- B. The uniform color shall remain the same as in the past. The cost of uniform cleaning will be assumed by the individual employee.
- C. Each covered Employee shall be reimbursed up to \$300 per year for work boots.
- D. Employees must report to work in uniform and will be subject to discipline for failing to do so.
- E. Safety Gear and foul weather gear shall be supplied by the Borough. If necessary, a safety committee may be formed to ensure all gear requested is provided in a timely manner.

ARTICLE XIII

SALARIES, CERTIFICATION AND LICENSES

SALARY INCREASES

2023– 3.5% (retroactive to the first day of this contract)

2024 – 3.25%

2025 – 3.0%

Full-Time and Regular Part-Time new hire rates shall be according to the following in their first year of employment with the Borough and subsequent years thereafter. Hourly rates will be determined by resolution of the Mayor and Council.

The Foreman will be the Recycling Coordinator for the Borough and will receive a stipend of \$2,500.00 annually. The Borough shall reimburse this stipend in the first pay period of the year, less applicable deductions. The Foreman will serve at the pleasure of the Borough Council, who will interview interested candidates and select the Foreman at the commencement of each year.

License Reimbursement - Any covered employee holding a CDL, Boiler license(s) or any other specialized licenses sanctioned by the Borough shall be reimbursed the cost of such renewal/initial fee(s) in the following pay period after reimbursement and upon submission of proof of payment.

Moreover, all Department Employees who have or will have obtained:

1. Wastewater Collection C-1-C-4 shall receive the following annual payments:

\$350.00 per year

2. "CPWM" shall receive the following annual payments:

\$400.00 per year

3. Black Seal License shall receive the following annual payments:

\$200.00 per year

ARTICLE XIV

CALL-IN PAY

Employees who are called into work after having left the premises of the BOROUGH, at a time not contiguous to the employee's regular work time, will receive a minimum (4) four hours pay at the rate of time and one half (1-1/2) for work performed during the call-in.

ARTICLE XVI

MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operation of the BOROUGH's Departments and Agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations.
- B. The Union covenants and agrees that neither the Union nor any person acting in its behalf, will cause, authorize, members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his/her position, or stoppage of work or abstinence in whole or in part, duties of employment), work stoppage, slowdown, walkout or other job action against the BOROUGH. The Union agrees that such action would constitute a material breach of this Agreement.
- C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by any other employee or group of employees of the BOROUGH, and that the Union will publicly disavow such action and order all such members that participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.
- D. In the event of a strike, slowdown, work stoppage, or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the BOROUGH to take any disciplinary action up to and including

termination of the employment of such employee or employees.

- E. Nothing contained in this Agreement shall be construed to limit or restrict the BOROUGH in its right to seek and obtain such judicial relief as it may be entitled to have in Law or inequity for injunction or damages, or both, in the event of such breach by the Union or its members.
- F. The Borough will provide radios for Department Employees to be utilized in performing their duties.

ARTICLE XVII

AGENCY SHOP AND DUES CHECK OFF

1) AGENCY SHOP

A. REPRESENTATION FEE

The BOROUGH agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the Union and transmit the fees to the majority representative after written notice of the amount of the fair share assessment is furnished to the BOROUGH.

B. COMPUTATION OF FAIR SHARE FEE

The fair share fee for services rendered by the majority representative shall be in an amount equal to regular membership dues, initiation fees, and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed eighty five percent (85%) of the regular membership fees, dues, and assessments. The computation of such fair share fee shall be in accordance with applicable law.

C. CHALLENGING ASSESSMENT PROCEDURE

1. The Union agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A.S.6.
2. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the BOROUGH pending final resolution of the challenge.

D. DEDUCTION OF FEE

No fee shall be deducted for any employee sooner than:

- a. Thirtieth (30th) day following the notice of the amount of the fair share fee;

- b. Satisfactory completion of a probationary period;
- c. The tenth (10th) day following the beginning of employment for employees entering into work in the bargaining unit from re-employment lists.

E. PAYMENT OF FEE

The BOROUGH shall deduct the fee from the earnings of the employee and transmit the fee to the Union on a monthly basis during the term of this Agreement.

F. MISCELLANEOUS

1. The Union shall indemnify, defend and save the BOROUGH harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the BOROUGH in reliance upon fair share information and/or information concerning the names of the employees and the amount of dues or fair share fees to be deducted.
2. Any action engaged in by the Union, its representatives or agents, which discriminates between non-members who pay said representation fee and members with regard to the payment of such fee other than as allowed under the law shall be treated as an unfair practice.

G. DUE CHECK OFF

Payroll deduction for dues to the Union from members who are employees of the BOROUGH covered by this Agreement shall be made by the BOROUGH upon the submission to the BOROUGH by the Union of notification from said employee authorizing the deduction of dues from their pay. The appropriate BOROUGH official shall forward said due deductions to the Union on a monthly basis during the term of this Agreement.

Employees may withdraw authority for deduction of dues. Any such written authorization to deduct dues may be withdrawn by the employee holding employment at any time by the filing of notice of withdrawal with the BOROUGH. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding date on which notice of withdrawal is filed.

ARTICLE XVII
MEAL ALLOWANCE ON EMERGENCY CALL-INS

Employees of the BOROUGH who are called in on all emergencies will be eligible for meal reimbursement up to the following amounts:

1. Breakfast: \$12.00
2. Lunch: \$15.00
3. Dinner: \$20.00

One meal will be given per four-hour period. Meals will be reimbursed to the Employees in the next applicable pay period following the emergency call-in.

ARTICLE XVIII
SENIORITY

Seniority for the purposes of this Agreement is defined as the total length of continuous service with the BOROUGH within the bargaining unit commencing with the last date of hire as a full-time employee. In the event of a layoff by the BOROUGH, such layoff will be in the inverse order of seniority, provided the senior employee has the skill, ability, and physical fitness to perform the required work. The Borough retains the right to lay off a lesser qualified individual notwithstanding the terms in this Article herein.

ARTICLE XIX
POSTING OF OPENINGS

- A. Bargaining unit job openings will be posted on a bulletin board in the Public Works Department for a period of ten (10) calendar days.
- B. Bargaining unit employees have the right to apply for openings and consideration for filling a job opening will be made on the basis of skill, ability, experience and licenses, if applicable. Seniority will be a factor in the selection.
- C.

ARTICLE XX
BULLETIN BOARDS

The BOROUGH will provide a bulletin board in the Public Works Department for the purpose of posting notices relating to meetings and other union business. The posting of these notices is subject to the approval of the BOROUGH Administrator or his designee.

ARTICLE XXI
JURY DUTY

- A. In accordance with BOROUGH policy, which may be amended from time to time, employees who are required to perform jury duty shall suffer no loss of regular, straight time pay while so serving. Such employees must present evidence of jury duty to the BOROUGH Administrator and any compensation received by the employee for jury duty will be promptly turned over to the BOROUGH.
- B. In the event an employee is called to jury duty and is released with at least one-half (1/2) of his working day remaining such employee shall report to work and complete the working day.

ARTICLE XXII
EDUCATION

In accordance with BOROUGH policy which may be amended from time to time, employees covered under this Agreement will be reimbursed for the cost of education programs which attendance has been required by the BOROUGH or has been approved in advance by the GOVERNING BODY.

In order to qualify for reimbursement, the Borough will reimburse 100% of the cost of a job-related education program only. No reimbursement will be given for a failing grade or for a non-passing grade.

Moreover, all Department Employees who have or will have obtained:

- 1. "Associates" degree shall receive the following annual payments:
\$200.00 per year
- 2. "Bachelors" degree shall receive the following annual payments:

\$300.00 per year

3. "Masters" degree shall receive the following annual payments:

\$400.00 per year

Payment shall be made in one lump sum payment, payable on the 15th of December. An employee must be employed with the Borough on the 15th of December each year to be eligible for the above-referenced payments.

ARTICLE XXIII
UNION BUSINESS

- A. In the event the Union duly authorizes a member of the bargaining unit to represent it during formal grievance hearings and such hearings are scheduled to take place during the regular working hours of said representative, the representative will be excused from duty without loss of regular straight time pay for such time as may be required to hear the grievance.
- B. Employees who are members of the Union negotiating committee shall suffer no loss of regular straight time pay for participation in mutually scheduled negotiations which may occur during their regular working hours.
- C. The Union business representative may have access to BOROUGH facilities for the purpose of adjusting grievances and the settlement of disputes provided such representative has received approval to do so in advance from the BOROUGH Administrator or his designee.

ARTICLE XXIV
SEPARABILITY AND SAVINGS

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 affected thereby and shall continue in full force and effect.

ARTICLE XXV
FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete all final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms 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 XXVI
TERM OF AGREEMENT

This Agreement for a term of three (3) years commencing January 1, 2023 and concluding at 11:59 p.m. on December 31, 2025.

ARTICLE XXVII
MISCELLANEOUS

1. CONTRACTING AND SUBCONTRACTING

The Borough may continue to utilize subcontractors for the work or services presently performed by or hereafter assigned to employees covered by this Agreement provided that the purpose of any such subcontracting shall not cause a layoff of employees covered hereunder.

2. WORK BY NON-BARGAINING UNIT EMPLOYEES

Non-Bargaining unit employees shall only perform bargaining unit work in the following conditions:

- a) For training purposes
- b) Emergencies
- c) When a Bargaining Unit employee is unavailable

POSITION WITH CDL LICENSE	2023 – 3.5%	2024 – 3.25 %	2025 – 3%
CDL/Tech/Operator (Step 4)	\$71,867.66	\$74,203.36	\$76,429.46
CDL/Tech (Step 3)	\$65,950.51	\$68,093.90	\$70,136.72
General Employee w/CDL (Step 2)	\$59,963.48	\$61,912.29	\$63,769.66
Laborer w/CDL (Step 1)	\$54,232.71	\$55,995.27	\$57,675.13
Probation	\$48,385.45	\$49,957.98	\$51,456.72

POSTION WITHOUT CDL LICENSE	2023 – 3.5%	2024 – 3.25%	2025 – 3%
General Employee w/o CDL (step 4)	\$61,104.98	\$63,090.89	\$64,983.62
General Employee w/o CDL (step 3)	\$57,517.42	\$59,386.74	\$61,168.34
General Employee w/o CDL (step 2)	\$53,976.45	\$55,730.69	\$57,402.61
General Employee w/o CDL (step 1)	\$50,412.19	\$52,050.59	\$53,612.10
Probation	\$46,847.93	\$48,370.49	\$49,821.60

3. WORKERS SAFETY

At all times there shall be 2 men on the sewer machine during all sewer calls and garbage truck, if applicable.

4. PROBATION

All newly hired employees shall be subject to a 180-day probationary period commencing on the date of hire. The purpose of the probationary period is to enable the Employer to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent employment status. The BOROUGH shall have the right to terminate any employee on probationary status, and decision to terminate a probationary employee shall not be subject to the grievance procedure or otherwise challenging by the Union.

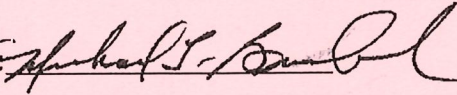
ARTICLE XXVIII

TERM AND RENEWAL

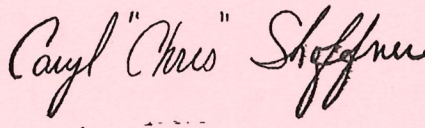
This Agreement shall be in full force and effect from January 1, 2023 through December 31, 2025. This Agreement shall continue in full force and effect from year to year thereafter. The retroactive economic and other benefit changes shall apply only to those employees in the employ of the BOROUGH at the time of the signing of this Agreement and thereafter. One party or the other may give notice, in writing, no sooner than one hundred and fifty (150) nor later than one hundred and twenty (120) days prior to the expiration date of this Agreement with a desire to change or modify this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at SOUTH BOUND BROOK BOROUGH, New Jersey, on this 13th day of June, 2023 and the

Teamsters Local Union No. 469

By: 

Business Agent

By: 

Mayor

A K A 2004
By: *John A. Geller*
Department of Public Works

By: *[Signature]*
Borough Council

By: *Chris H. Fusco*
Borough Administrator