

BOROUGH OF BOUND BROOK  
DEPARTMENT OF PUBLIC WORKS  
AFSCME LOCAL 2168  
JANUARY 1, 2019 - DECEMBER 31, 2022

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ARTICLE 1  
PREAMBLE

This agreement is entered into this 1<sup>st</sup> day of January 2019 between the Borough of Bound Brook, hereafter referred to as the Borough, and the American Federation of State, County and Municipal Employees, AFSCME, Local 2168 of Council #73, Bound Brook Department of Public Works, hereinafter referred to as the Union.

ARTICLE 2  
RECOGNITION

The Borough recognizes the Union as the sole and exclusive collective bargaining agent for all heavy equipment operators, drivers, mechanics, labor specialists and laborers in the Public Works Department. In the event any new job titles are created, the Borough will notify the Union of the title and rate of pay off for the title.

ARTICLE 3  
DUES CHECK-OFF

The Borough agrees to deduct from the salaries of its employee's subject to this Agreement dues for the Union. Such deduction shall be made in compliance with N.J.S.A. 52:14-15.9 (e), as amended. Said moneys, together with records of any corrections, shall be transmitted to the Union office by the end of the next month following the monthly pay period in which deductions were made.

If there shall be any change in the rate of membership dues during the life of this Agreement, the Union shall furnish to the Borough written notice prior to the effective date of such change.

The Union will provide the necessary check-off authorization forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the designated Borough officials, as provided in N.J.S.A. 52-14-15.9 (e) as amended. The authorization to deduct full Union dues may be revoked by an employee during the period June 15 to June 25 of any year by written notice to the Borough.

The Union shall indemnify, defend and save the Borough harmless 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 Borough in reliance upon the salary deduction authorization cards submitted by the Union to the Borough.

**ARTICLE 4  
SALARY**

The following hourly wages shall be effective on the stated dates for current bargaining unit employees:

Effective	1/1/2019	1/1/2020	1/1/2021	1/1/2022
Lead Man/Forman	\$33.50	\$34.17	\$34.85	\$35.55
Mechanic	\$28.98	\$29.56	\$30.15	\$30.75
Assistant Mechanic	\$28.64	\$29.21	\$29.79	\$30.38
DPW Equip Operator	\$28.64	\$29.21	\$29.79	\$30.39
Driver (drives dump truck and pickup)	\$27.81	\$28.36	\$28.92	\$29.50
Laborer-A	\$25.61	\$26.12	\$26.64	\$27.17
Laborer-B	\$17.46	\$17.81	\$18.16	\$18.52
Laborer-C	\$16.11	\$16.43	\$16.75	\$17.08
Laborer-D	\$14.79	\$15.09	\$15.39	\$15.70

In addition to the above base pay, any employee hired prior January 1, 2002 shall receive a longevity increment of 1/4% beginning in this fifteenth year date of service and 1/2% beginning with his twenty-fifth year date of service. Said longevity payment shall be pensionable. Any employee who possess a CDL license shall receive 2.5% increase addition to their base pay each year of this contract. Said CDL payment shall be pensionable.

The Mechanic must be certified in diesel and gas engines. The Mechanic will attend the appropriate course, if necessary, as soon as possible to be certified, and when he achieves a C or Better grade the Borough will pay full cost for tuition for the course. The Mechanic will supply his own tools, which the Borough will cover under its insurance.

*AFSCME NS Council 63.*  
*John Smith 3/7/2019*

ARTICLE 5  
HOURS OF WORK OVERTIME

The normal hours of work shall consist of eight (8) hours per day and forty (40) hours per week, Monday through Friday. Employees shall be entitled to a 1/2 hour lunch period and one 15-minute break.

All work performed in excess of eight hours per day shall be compensated for at time and one-half the normal hourly rate, regardless of whether such work is performed prior to or after the regularly scheduled work hours performed by each employee under this Agreement. Any overtime occurring after a shift has ended shall result in at least 4 hours pay at overtime rate. Any overtime occurring prior to a shift beginning shall result in overtime pay only for the actual amount of time worked. Overtime will be offered to each employee on a rotational basis within classification. The rotation list will be posted, to be updated monthly.

After an employee works six (6) consecutive hours of overtime, the Borough will make arrangements for a meal to be given to the employee.

Any employee working on a Sunday, with the exception of standby call in, shall be paid double time.

If an employee works on a contractual holiday, he shall be paid for the holiday plus time and one-half for the time actually worked with the exception of Thanksgiving, Christmas, and New Year's Day. On these three major holidays, the employee shall receive double-time for the hours actually worked plus the holiday pay.

After sixteen (16) hours of working, the employee has the option of taking an unpaid four (4) hour break. After sixteen (16) hours of continuous work, an employee shall be entitled to receive double pay.

All employees will have the option of being paid overtime or utilizing comp time at the overtime rate with the approval of their supervisor.

The comp time must be used within a 3-month period of being earned.

ARTICLE 6  
PENSION AND MEDICAL BENEFITS

The Borough will cover all bargaining unit members under the Public Employees Retirement System.

All bargaining unit members will be covered, as shall members hired prior to January 1, 1997, of their immediate family, for medical and hospital expense, including Major Medical coverage, through the State Health Benefits Program at a shared expense with the Borough and members of the bargaining unit. All current bargaining unit members will be covered, as shall be members of their immediate family, for dental insurance. The Borough's liability for the premium shall be limited to the single rate of the chosen plan per month per employee. If the premium should exceed that amount, the employee will be responsible to pay the difference. All employees shall pay toward their medical benefits a percentage of the monthly premium cost as outlined in Appendix A.

All employees hired after July 1, 2010, shall be entitled to single coverage only for medical and dental, any other coverage shall be paid for by the employee. The cost to the employee shall be the greater of the cost of Dependent coverage or the additional coverage outlined above.

All employees shall contribute to health care in accordance with the grid established by P.L.2011, Chapter 78 attached hereto and P.L. 2010, Chapter 2.

Upon retirement with twenty-five (25) years of service, as an employee of Bound Brook Borough, the employee and family will be covered with the same medical insurance, excluding dental, paid for in accordance with Public Law 2011, Chapter 78 until the death of such employee.

ARTICLE 7  
HOLIDAYS

The Borough designated the following holidays for members covered under this agreement:

New Year's Day	Labor Day
Martin Luther Kings Day	Columbus Day
President's Day	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Day
Christmas Eve	
2 Floating Holidays	

An employee with 25 years of service will also receive his birthday as a holiday. If his/her birthday falls on a Saturday or Sunday, he/she shall receive the previous Friday or following Monday off. If the employee's services are needed due to weather conditions, he/she shall receive another day off and not be paid overtime for working 8 hours on that day.

With respect to the two floating holidays, each employee shall choose individual days to use as his holidays, giving his supervisor notice ten (10) working days prior to the day selected. If the Holiday falls on a Saturday, it will be observed on the preceding Friday. If the Holiday falls on a Sunday, it will be observed on the Monday after the Holiday except Christmas Eve.

ARTICLE 8  
BEREAVEMENT LEAVE

Wages up to three (3) days shall be paid during the absence from the duty of employees when such absence is caused by the death and attendance at the funeral of the employee's spouse, child, mother, father, sister, brother, grandparent, mother-in-law, or father-in-law.

ARTICLE 9  
VACATION

Employees shall be granted vacation leave with pay in accordance with the following schedule:

<u>Completed Time</u>	<u>Vacation Time</u>
6 months, but less than 1 year	5 working days
1 year, but less than 5 years	10 working days
5 years, but less than 15 years	15 working days
15 years, but less than 20 years	20 working days
20 years, but less than 25 years	25 working days
25 years	30 working days
Over 25 years	1 additional day for each year of service

Choice of vacations shall be determined in order of bargaining unit seniority provided, however, that no employee bids for more than two (2) weeks of his vacation at one time in preference to employees with lesser seniority. Management reserves the right to disapprove more than two (2) consecutive weeks of vacation at one time.

Whenever an employee dies having to his credit any annual vacation leave or accumulated sick leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of his death for any unused vacation leave and 1/4 of any unused accumulated sick leave.

The previously covered beneficiary will continue to receive medical benefits for the balance of the month plus one month.



ARTICLE 10  
CLOTHING

Each employee shall be provided with a clothing allowance of \$675. Effective January 1, 2016, the clothing allowance shall be \$700. This allowance shall cover the purchase of uniforms. The employee shall have the option of taking this allowance by purchase order or check with applicable taxes deducted.

Said payment shall be made twice a year in January and May. If taken by purchase order, the purchase order shall be made out to the vendor of the employees choosing. In addition, each employee will be provided with one pair of safety shoes per year.

The Borough shall continue to buy rain gear or bunker suits, rubber boots, regular and rubber gloves for the employees on or before January 31 of each year of the contract. The Borough also agrees to provide each employee with one winter coat every other year which will be replaced if damaged before the two-year period. Winter coats are due in even years. The employee may keep his used coat.

The Borough will supply 5 safety (short & long sleeve) green tee shirts per man per year.

Each member will have an allowance up to \$100 for each winter coat, up to \$100 for rain gear and up to \$100 for work boots. Effective January 1, 2016, the boot allowance shall be \$125.

Employees who do not need new rain gear will instead be given a voucher in the same amount to buy other work gear.

ARTICLE 11  
STAND-BY PAY

An employee on stand-by shall be compensated at the rate of \$50 per week whether or not the employee is called, provided that the employee on a stand-by status reports to work.

ARTICLE 12  
SICK LEAVE/PERSONAL DAYS

Employees shall be granted sick leave with pay according to the following schedule:

<u>Completed Employment</u>	<u>Sick Leave</u>
Four months and less than one year	5 working days
One year and less than six years	10 working days
Six years and less than ten years	15 working days
Ten years or more	20 working days

Employees may use up to 4 sick-leave days a year as personal days.

Sick leave shall be governd by Section 9-8 of the Revised General Ordinances of the Borough of Bound Brook with the following changes:

- A. A maximum of fifty (50) unused sick days may be accumulated and carried from year to year.
- B. Sick & Personal Days may be used in half-day increments
- C. A doctor's certificate shall be required upon three (3) or more days of absence from duty. At the discretion of the Superintendent of Public Works and/or the Public Works Commissioner, a doctor's certificate may be required at any time but such requirement shall not be made arbitrarily or capriciously.
- D. Any employee who utilizes 50% or less of his allowed sick days in any calendar year shall be entitled to two personal days off in the following year. These days shall be requested and approved in advance of being taken.
- E. Any employee may elect to be paid for any unused sick days earned in a given year at the end of that year at the rate of one day's pay for every two unused sick days. Employees electing this option must so advise the Lead man/foreman of Public Works by November 1 of that year.
- F. Other than those employees listed in the settlement of grievance arbitration docket number AR-2010-781, a copy of which is attached hereto and made part of this contract, or receive terminal leave, for accumulated sick time.

G. Those listed in the settlement of arbitration Docket No.: AR-2010-781, and are entitled sick pay at retirement, to a maximum of fifty (50) days, at the rates stated below:

Brimmer	\$25.27 Per Hour
<del>Christy</del>	<del>\$24.98 Per Hour</del>
Fittipaldi	\$25.29 Per Hour
Hupfer	\$25.29 Per Hour
Orofino	\$25.59 Per Hour
Smith	\$25.35 Per Hour

ARTICLE 13  
DISABILITY

A disability plan shall be established providing disability insurance paid by the Borough. Disability cannot be used unless all sick days have been exhausted.

ARTICLE 14  
GRIEVANCE PROCEDURE

A. Definition of a Grievance

A Grievance is:

1. A claimed breach, misinterpretation, or improper application of the terms of this contract expressed herein; or
2. A claimed violation, misinterpretation or misapplication of the rules or regulations, existing policies, administrative orders, or laws applicable to the Borough affecting the terms and conditions of employment.

B. Procedure

1. Step I:

When an employee has a grievance, the employee either alone or accompanied by a union representative shall present the grievance informally to the Department Director within fourteen (14) days of the date that the grievance occurred. The Department Director shall either conclude a mutually satisfactory solution to the grievance within two (2) working days of that time it is first presented, or failing in that, shall within the time advise the employee of the failure to do so.

2. Step II:

If the grievance is not resolved at Step I, or if no answer is received from the Department Director within the time limit, the employee may appeal the grievance to Step II by putting the grievance in writing one copy to the Business Administrator. The Business Administrator shall arrange a meeting at a mutually agreeable time and place not later than 14 calendar days after receipt of the written grievance. The grievant may be represented at the meeting by the steward and/or the union president and/or the AFSME Council 73 representative. The Business Administrator shall attempt to find a mutually satisfactory solution to the grievance with five (5) calendar days of the meeting. The Business Administrator's written response shall be given to the grievant and the union president.

3. Step III:

If a grievance as defined in Article 14, Section A, hereof is not resolved at Step II, then the Union may appeal the grievance to Step III, arbitration. The request for an arbitrator shall be directed to the Public Employee Relations Commission (PERC). Selection of a mutually acceptable arbitrator shall be made pursuant to the PERC rules then existing.

The arbitrator shall conduct a hearing at a mutually satisfactory time and place but no later than thirty (30) calendar days of the hearing and shall be final and binding on the Borough and the employee involved, subject to the limitations specified in this agreement.

The arbitrator's function is to interpret the provisions of the Agreement and to decide cases of alleged violation of such provisions. The arbitrator shall not supplement, enlarge, or alter the scope or meaning of the Agreement. If, in the arbitrator's opinion, he/she has no power to rule on the issue submitted, the arbitrator shall refer the issues to the parties without a decision.

The expenses and fees of the arbitrator shall be shared equally by the Borough and the Union.

C. Miscellaneous:

1. No grievance settlement reached under the terms of the Agreement shall add to, subtract from, or modify the terms of the Agreement.
2. Time limits provided for in this grievance procedure may be extended by mutual agreement.
3. The aggrieved employee and the designated employee representative shall be allowed time off without loss of pay as may be required for appearance at a hearing of this grievance scheduled during work hours.
4. Where the employee or the union requests employee witnesses, permission for a reasonable number of witnesses required during a grievance proceeding will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance as required if during normal scheduled working hours.
5. The Borough agrees to make available to the Union all public information concerning the Borough together with the information which may be necessary to process any grievance or complaint.
6. The union agrees to use and keep such information confidential and said information is without prejudice to any other grievance or complaint.

ARTICLE 15  
SENIORITY & LAYOFFS

In the event of layoffs, community service workers and seasonal workers will be laid off before bargaining unit employees.

Seniority shall be based upon length of continuous service with the Borough. When it is necessary to lay off employees, the Union shall be notified one (1) month before layoff notices are sent to the affected employees. The affected employees shall be notified fourteen (14) calendar days before receiving a layoff notice. In the event of a layoff, the employee with the least seniority, regardless of classification, shall be laid off first unless the employee fills a job that no other employee is qualified to fill.

Recall of employees shall be in the inverse order of layoff, provided said recalled employees are able to perform the remaining jobs, and if not, then the recall shall be by classification. The recall list shall be valid for 18 months from the date of layoff or the date of this contract, whichever is longer.

The laid-off person may first bump the person with the seniority in another job classification at the same salary level. If there is no one with less seniority in the job classification in the next salary level below his salary level. If there is no one to bump at that level, he may continue to seek someone to bump at each lower salary level. Any employee bumped through this process has the same lay off and bumping rights. A person bumping into a position must have the qualifications for that position.

The local union president shall be considered to have super seniority and therefore shall be the last to be laid off.

ARTICLE 16  
JOB POSTING

When a temporary or permanent position in the bargaining unit becomes open, it shall be posted for five (5) days. The most senior qualified bargaining unit member who has applied for the job shall be chosen. If there are no qualified bargaining unit members who have bid on the job, then the Borough may hire from outside the bargaining unit.

All newly-hired employees shall be paid at the minimum of the job title range.

ARTICLE 17  
OUT OF TITLE WORK

Anyone working above his job title shall receive the compensation of the higher job title for the hours worked. This shall include mechanical work.

Employees shall receive \$2.50 more an hour, when doing the job of bucket operator or when performing masonry, carpentry, welding, plumbing or electrical work that is not of a routine nature.

ARTICLE 18  
MANAGEMENT RIGHTS

Except as specifically limited by and subject to the provisions of this Agreement, the Borough hereby retains its managerial and administrative rights and authority. Nothing in the Agreement shall limit the Borough's right to manage its business including, but not limited to, the right to determine:

- a. The number of employees to be utilized.
- b. The scheduling of work shifts subject to the limitations of this agreement.
- c. The equipment and procedures to be utilized

Except as specifically limited by and subject to the provisions of this Agreement, the Borough retains the right to hire; to assign; to transfer; to maintain discipline and efficiency of members of the bargaining unit; to select the work force as required by management; to select persons for promotion or transfer to supervisory or the repositions outside the bargaining unit; to increase and decrease the size of the work force; to hire temporary and part-time employees; to determine the days of work; and to establish and maintain sufficient work schedules and assign employees to hours of work, shifts and overtime.

Subject to the other provisions of this Agreement, the Borough has the right to adopt reasonable rules and regulations and administer the same.

ARTICLE 19  
COMMERCIAL DRIVER'S LICENSE

When an employee reapplies for a Commercial Driver's License, the Borough will reimburse the employee for the full current fee.

ARTICLE 20  
TERMINATION


This agreement shall be effective as of January 1, 2019 and shall remain in full force and effect until December 31, 2022.

All pending grievances are deemed withdrawn


It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiation shall begin no later than thirty (30) days after the giving of said notice.

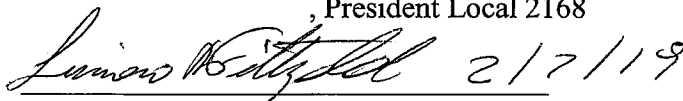
IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the day of December 27, 2019.

Borough of Bound Brook

  
Robert Fazen, Mayor

AFSCME Local 2168

 2/7/19  
\_\_\_\_\_  
, President Local 2168

 2/7/19  
\_\_\_\_\_  
, Secretary Local 2168