BOROUGH OF BOUND BROOK DEPARTMENT OF PUBLIC WORKS AFSCME LOCAL 2168

JANUARY 1, 2023 - DECEMBER 31, 2024

INDEX

ARTICLE		PAGE
ARTICLL		3
1.	PREAMBLE	
	RECOGNITION	3
2.	DUES CHECK-OFF	3
3.	SALARY	4
4.	HOURS OF WORK AND OVERTIME	5
5.	PENSIONS AND MEDICAL BENEFITS	6
6.	HOLIDAYS	7
7.	BEREAVEMENT LEAVE	7
8.	VACATION	8
9.	CLOTHING	9
10.	STANDBY PAY	9
11.	SICK LEAVE/PERSONAL DAYS	10
12.	DISABILITY	12
13.	GRIEVANCE PROCEDURE	12
14.	SENIORITY & LAYOFFS	15
15.	JOB POSTING	15
16.	OUT OF TITLE WORK	16
17.	MANAGEMENT RIGHTS	16
18.	TRAINING	17
19.	COMMERCIAL DRIVER'S LICENSE	17
20.	TERMINATION	17
21.		19
22.	SIGNATURES	26
APPENDIX A	HEALTH BENEFIT CONTRIBUTION SCHEDULE	27
SCHEDULE A	JOB DESCRIPTIONS	21

ARTICLE 1 PREAMBLE

This agreement is entered into this 1st day of January 2023 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 foreman, supervisors, 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

Employees are eligible to become a union member upon the successful completion of a six (6) month probation.

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	1/1/2023	1/1/2024
Foreman	\$40.00	\$40.40
Asst. Foreman	\$38.50	\$38.89
Mechanic	\$35.50	\$35.85
Supervisor	\$35.00	\$35.35
Equipment Operator 2	\$33.00	\$33.99
Equipment Operator 1	\$32.00	\$32.96
CDL Driver	\$31.00	\$31.93
Driver	\$30.09	\$30.99
Laborer-A	\$27.71	\$28.54
Laborer-B	\$24.50	\$25.23
Laborer-C	\$22.00	\$22.66
Laborer – Probationary	\$20.00	\$20.00

Each employee will be given an annual employee performance evaluation to review job performance measures for that year and set goals for the next year. Promotions within the Department will be based on performance, skills, qualifications, and work ethic, including results from the annual employee performance evaluation and recommended by the Director of Public Works.

In addition to the above base pay, an employee shall be entitled to longevity pay as follows: 1/2% at 15 years of service, 3/4% at 20 years of service and 1.0% at 25 years of service. Longevity is not compounded. It is based on your base salary. Said longevity payment shall start on the first of the year of the milestone and shall be pensionable.

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 from 7 a.m. to 3:30 p.m. unless otherwise authorized by the Director of Public Works. Employees shall be entitled to an unpaid one-half hour lunch period with no designated additional break period.

Any overtime occurring after a shift, during continuous work, shall result in overtime pay for actual time worked. Any emergency, call-in overtime will result in compensation of at least four (4) hours overtime rate. Employees shall have option to leave work early the amount of time he/she came in but will not be paid overtime for this option. Overtime will be offered to each employee on a rotational basis within classification and based on seniority. The rotation list will be posted, updated monthly, and will include scheduled standby replacements. The rotation will continue through the list until the list is exhausted. Once exhausted, the list will return to the Foreman and continue back through.

After an employee works six (6) consecutive hours of overtime, the Borough will make arrangements for a meal to be given to the employee. The meal shall be taken the same day or overnight shift.

Any employee working on a Sunday, including a standby call in, shall be paid double time.

If an employee works on a contractual holiday, he/she 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) consecutive 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. If the unpaid four (4) hour break option is taken, then the employee will not be entitled to double pay until sixteen consecutive hours is worked.

All employees will have the option of being paid overtime or banking compensatory time at the overtime rate with the approval of the Director.

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

ARTICLE 6 PENSION AND MEDICAL BENEFITS

Pension

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

Medical

All bargaining unit members will be covered for medical insurance through the State Health Benefits Program at a shared expense with the Borough in accordance with P.L.2011, Chapter 78 attached hereto and P.L. 2010, Chapter 2.

The Borough will provide medical coverage for bargaining unit members hired prior to January 1, 1997, and their immediate family in accordance with P.L.2011, Chapter 78 attached hereto and P.L. 2010, Chapter 2.

All employees hired after July 1, 2010, shall be entitled to single medical coverage only. If the member selects a plan beyond single coverage, the member shall be responsible to pay the difference between the single-coverage rate and the rate of the chosen plan in accordance with P.L.2011, Chapter 78 attached hereto and P.L. 2010, Chapter 2.

The Borough will cover the cost beyond single coverage, in accordance with P.L.2011, Chapter 78 attached hereto and P.L. 2010, Chapter 2, if the member chooses the OMNIA plan offered by the State Health Benefits Program. If the employee chooses a plan, beyond single coverage, other than the OMNIA plan, the Borough's coverage shall be limited to the single rate of the chosen plan. All employees, regardless of the elected plan, 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.

All employees shall pay toward their medical benefits a percentage of the monthly premium cost as outlined in Appendix A.

Dental

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 member chooses additional coverage, the member will be responsible to pay the difference.

Benefits beyond retirement

Upon retirement with twenty-five (25) years of service, as an employee of the Borough of Bound Brook, 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 designates the following holidays for members covered under this agreement:

New Year's Day

Labor Day

Martin Luther Kings Day

Columbus Day

President's Day

Veterans 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/her 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.

Consistent with the Borough Personnel Policy, two (2) floating holidays are allotted per calendar year. On a floating holiday the Department of Public Works is fully operational. Each employee shall choose individual days to use as a floating holiday, giving the 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 on the first day of each year in accordance with the following schedule if a milestone year results in additional vacation time being given to an employee. The additional time shall start with the first day of the anniversary year. Employees hired prior to January 1, 2000, will remain with the same number of days accrued at the rate identified in the previous contract. In a year when employee resigns, retires or is terminated, the allotted vacation days for that year shall be prorated based on months worked for that year.

New Hires (Hires without prior government service or a break in continual service more than 18 months) and existing employees without prior government service earn vacation as follows:

Length of Service During First Calendar Year	Vacation Entitlement One (1) day per month up to a maximus of ten (10) days from the date of employment until December 31.
Completion of years:	10.1
1-5 years	12 days per year, which shall be earned on January 1 st of the employee's anniversary year
6-10 years	15 days per year, which shall be earned on January 1 st of the employee's anniversary year
11-15 years	18 days per year, which shall be earned on January 1 st of the employee's anniversary year
16-20 years	21 days per year, which shall be earned on January 1 st of the employee's anniversary year
21 or more years	28 days per year, which shall be earned on January 1 st of the employee's anniversary year

Probationary employees are not entitled to vacation until successful completion of probationary period. Credit will be given for each month worked as stated above retroactive to date of employment.

1. Employees prior government service:

New hires with continuous, full-time, government service with a prior employer(s) are provided vacation entitlement based upon their continuous years of service in government for purposes of computing annual vacation entitlement.

Accrued vacation time shall run with the calendar year and will be prorated during the first year of service in accordance with the following:

New full-time employees with prior government service hired between January 1 and April 30 of any year will be entitled to 100% of their vacation allocation. New employees hired between May 1 and August 31 will be entitled to 66%. New employees hired between September 1 and December 31 will be entitled to 33%.

Employees must request the carryover of any unused vacation from the Borough Administrator by December 31 of the current year. A maximum of 10 days unused vacation may be accumulated and carried over to the following year. Any such carried over vacation must be used by November 30 of the following calendar year or will be lost. The Borough Administrator may, upon request from the employee, consider and approve compensation of this date on a case-by-case basis.

In lieu of carrying over 10 days, any employee may elect to be paid for up to five vacation days earned in a given year at the end of the following budget year at the rate of one day's pay for every unused vacation day. Employees electing this option must the Director of Public Works November 1 of that year with payment to be received by the employee the following budget year no later than March 1.

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 reimbursed up to \$1,375 per year for work clothing. This allowance shall cover the purchase of all work-related clothing and footwear. Receipts shall be provided to the Director of Public Works for reimbursement. Employees will be reimbursed within thirty (30) days of submission.

The Borough will supply each employee five (5) short and five (5) long sleeve green tee shirts per calendar year.

ARTICLE 11 STAND-BY PAY

An employee on stand-by shall be compensated at the rate of \$100 per week. The stand-by employee must respond to fifty percent (50%) of calls. If the stand-by employee is absent for two (2) or more days of the work week the stand-by rate is forfeited.

ARTICLE 12

SICK LEAVE/PERSONAL DAYS

Employees shall be granted sick leave with pay on the first day of each year in accordance with the following schedule:

Completed Time 4 months, but less than 1 year	Sick Time 1 day for every month worked beyond 4 months but not to exceed 5 days maximum
1 year to 5 years	10 working days
6 years to 10 years	15 working days
11 years to 15 years	17 working days
16 years to 25 years	20 working days
25 years +	25 working days

- a. In a year when employee resigns, retires, or is terminated, the allotted sick days for that year shall be prorated based on months worked for that year.
- b. A maximum of sixty (60) unused sick days may be accumulated and carried from year to year.
- c. Sick and personal days may be used in half-day increments. Personal days must be used in the given calendar year.
- d. A doctor's certificate shall be required upon three (3) or more days of absence from duty. At the discretion of the Director of Public Works, a doctor's certificate may be required at any time, but such requirement shall not be made arbitrarily or capriciously.
- e. 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.
- f. At time of retirement, employee will be compensated at a rate of one day for every two remaining days not to exceed \$15,000 in accordance with N.J.S.A. 40A:9-10.2 and N.J.S.A. and N.J.S.A. 40A:9-10.4 per State law.

g. 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.

Those listed in the settlement of arbitration Docket No.: AR-2010-781, and are entitled sick pay at retirement, to a maximum of sixty (60) days, at the rates stated below:

Luciano Fittipaldi	\$38.50 Per Hour
Charles Hupfer	\$33.00 Per Hour
Vincenzo Orofino	\$40.00 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.

Worker's compensation will be paid in accordance with State law.

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 a 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 rate of the job title being applied for.

ARTICLE 17 OUT OF TITLE WORK

Anyone working above their job title shall receive the compensation of the higher job title for the hours worked. Out of title work compensation will only be given for work performed requiring a specialized skillset i.e. nonroutine plumbing, electrical, welding and bucket operator. Employees shall receive \$5 per hour for out of title work per hour for out of title

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 TRAINING

The Borough budgets funding each year so that members of the Department may be trained in various job-related areas. Anyone who wishes to be trained on current equipment, take courses related to work tasks etc., must seek the approval from the Director of Public Works. This includes the pursuing of the Certified Public Works Manager certification (CPWM). Those who pass the courses as well as the State exam will receive an additional 5% increase to their base pay in the following budgeted year as listed in Article 4 for CPWM.

ARTICLE 20 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 21 TERMINATION

This agreement shall be effective as of January 1, 2023, and shall remain in full force and effect until December 31, 2024.

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 is 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.

ARTICLE 22 SIGNATURES

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

Borough of Bound Brook AFSCME Local 2168

Name:

Title: Secretary Local 2168

Name: Roberto

Title: President Local 2168

Name: Rickie Sumpking Title: AFSCMENJ, Council 63

Staff Representative

Borough of Bound Brook

Name: David Morris

Title: Mayor

WITNESS

Name: Jasmine D. McCoy

Title: Borough Clerk

APPENDIX A

Local Finance Notice 2011-20

July 25, 2011

Appendix A - Health Benefit Contribution Schedules (1 of 3)

How to use these tables:

- The following three tables are used to determine the percent of the health benefit cost an employee
 contributes towards during the phase-in period and the full payment requirement (4th year). The tables
 cover single, employee "plus" (children, spouse, or partner), and family coverage.
- Use the table that reflects the type of coverage chosen by the employee; then find the employee's base salary within the given ranges. The percent of cost of the health care benefit is the percentage based on the implementation year (year one through four).
- 3. Regardless, the employee's contribution is the higher of 1.5% of base salary or the amount of health care costs based on the table calculation.
- 4. The tables are based on a 12 month salary.

SINGLE COVERAGE

Salary Ronge	Year 1	Year 2	Year 3	Year4
less than 20,000	1.13%	2.25%	3.38%	450%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
5,000-29,999.99	1.88%	3.75%	5.63%	7.50%
0,000-34,999.99	2.50%	5.00%	7.50%	10.00%
5,000-39,999.99	2.75%	5.50%	8.25%	11.00%
0,000-44,999.99	3.00%	6.00%	9.00%	12.00%
5,000-49,999.99	3.50%	7.00%	10.50%	14.00%
0,000-54,999.99	5,00%	10.00%	15.00%	20.00%
5,000-59,999.99	5.75%	11,50%	17.25%	23.00%
0,000-64,999.99	6.75%	13.50%	20,25%	27.00%
5,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
30,000-94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

APPENDIX A (CONT'D)

Local Finance Notice 2011-20

July 25, 2011

Appendix A - Health Benefit Contribution Schedules (2 of 3)

FAMILY COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3,50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22,00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24,00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

APPENDIX A (CONT'D)

Local Finance Notice 2011-20

July 25, 2011

Appendix A – Health Benefit Contribution Schedules (3 of 3) MEMBER/SPOUSE/PARTNER OR PARENT/CHILDREN COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13X	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2,50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	22.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

SCHEDULE A

FOREMAN

Responsibilities include the following:

- 1. Reports directly to the Director of Public Works
- 2. Implements tasks given by the Director
 - a. Prioritizes tasks based on direction provided
- 3. Must have a minimum of 10 years experience in public works
- 4. Must have a CDL Class B license at a minimum
- 5. Must be a manager and lead by example
- 6. Must have CPR/basic first aid training or ability to get within 6 months
- 7. Takes Daily Attendance
 - a. Tracks days off and advises employee of days left on a regular basis
 - b. Tracks weekly tasks and accomplishments.
 - i. Creates reports for tasks including manpower and finances
- 8. Resolves conflicts among the staff
 - a. Reports all incidents to the Director
 - b. Will be responsible to recommend discipline of employees as appropriate.
- 9. Tracks all required training and keeps logs of dates and attendees
- 10. Teaches/trains staff on various tasks and equipment as needed
- 11. Checks on Staff to ensure all tasks are being completed properly and safely.
- 12. Advises Director of items needed to purchase
- 13. Works with Assistant Foreman to accomplish tasks set for the day.
- 14. Will act as an "on-call" person during normal working hours to address problems and concerns as they arise as well as check on the crews periodically.
- 15. Is not exempt from filling in on daily tasks as needed.

ASSISTANT FOREMAN

- 1. Reports directly to Foreman
- 2. Must have a CDL Class B at a minimum
- 3. Must have CPR/basic first aid training or ability to get within 6 months
- 4. Fills in for Foreman when Foreman is absent including daily paperwork etc.
- 5. Must be a manager and lead by example
- 6. Teaches/trains staff on various tasks and equipment as needed.
- 7. Assigns daily tasks to staff as needed and if Division Supervisor is absent.
- 8. Works with staff as needed to assist in getting jobs completed efficiently
- 9. Does not require a substitute when absent
- 10. Is not exempt from filling in on daily tasks as needed.

MECHANIC

- 1. Must be able to work alone with little or no direction and be self-motivated.
- 2. Must have a CDL Class A license or ability to obtain within 6 months.
- 3. Shall have a minimum of 10 years experience in the repair of various light and heavy equipment, light and heavy-duty vehicles including diesel and gasoline engines
- 4. Must be experienced in welding
- 5. Is required to be on-call for emergency repairs including winter storm response as needed.
- 6. Is required to work on various public works crews as required outside of normal mechanic duties as needed.
- 7. Required to keep an inventory and distribution list of all PPE provided by the Borough

SUPERVISOR

- 1. Reports directly to Assistant Foreman
- 2. CDL License not required but is encouraged
- 3. Must be self motivated
- 4. Must delegate tasks to subordinates on a daily basis
- 5. Ultimately responsible/accountable for the work performed by subordinates
- 6. Must have CPR/basic first aid training or ability to get within 6 months
- 7. Must possess leadership/management training and skills
- 8. Must demonstrate ability to delegate where appropriate, deal with adverse situations and effectively resolve conflicts
- 9. Must successfully lead a division within the Department of Public Works
- 10. Will be required to physically work with their crews as they normally would.

EQUIPMENT OPERATOR 2

- 1. Must have CDL Class B license as a minimum
- 2. Must be able to proficiently operate all equipment in Public Works
- 3. Must still perform the duties of all titles including Laborer as needed

EQUIPMENT OPERATOR 1

- 1. CDL Class B license not required but encouraged. Must be able to proficiently operate the following equipment
 - a. Snow plow on pick-up trucks/mason dump trucks
 - b. Stump grinder
 - c. Street sweeper
 - d. Skid-steer units
- 2. Must still perform the duties of all titles including Laborer

CDL DRIVER

- 1. Must possess and maintain a minimum of a Class B CDL License.
- 2. Can operate large plows on CDL required trucks
- 3. Must submit to random drug/alcohol testing
- 4. Must still perform the duties of all titles including Laborer

Page 31 of 32

DRIVER

- 1. Can drive all vehicles not requiring a CDL License
- 2. Must still perform the duties of all titles including Laborer

LABORER A

- 1. Must be able to work with little or no supervision
- 2. Must be able to perform tasks without being directed to
- 3. Must be able to utilize all manual and power hand tools
- 4. Must be able to train lower-level Laborers as needed
- 5. Must be physically able to perform all laborious duties

LABORER B

- 1. Must be able to work with some supervision
- 2. Must be able to perform tasks efficiently and thoroughly
- 3. Must be able to utilize most manual and power hand tools
- 4. Must be physically able to perform all laborious duties

LABORER C

- 1. Must be able to perform tasks under proper supervision and as directed
- 2. Must be able to perform tasks efficiently and thoroughly
- 3. Must be able to utilize most manual and power hand tools
- 4. Must be physically able to perform all laborious duties

LABORER-PROBATIONARY

- 1. Entry Level
- 2. Must be able to follow directions given and be trainable
- 3. Must be able to perform all tasks efficiently and thoroughly
- 4. Must be able to utilize some manual and power hand tools as properly trained
- 5. Must be physically able to perform all laborious duties

ARTICLE 22 SIGNATURES

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 ______.

Borough of Bound Brook AFSCME Local 2168

Name:

Title: Secretary Local 2168

Name: Roberto Fittipald Title: President Local 2168

Name: RICKIE SIMPKITE Title: AFSCMENJ, Council 63

Staff Representative

Borough of Bound Brook

Name: David Morris

Title: Mayor

WITNESS

Name: Jasmine D. McCoy

Title: Borough Clerk

APPENDIX A

Local Finance Notice 2011-20

July 25, 2011

Appendix A - Health Benefit Contribution Schedules (1 of 3)

How to use these tables:

- The following three tables are used to determine the percent of the health benefit cost an employee
 contributes towards during the phase-in period and the full payment requirement (4th year). The tables
 cover single, employee "plus" (children, spouse, or partner), and family coverage.
- 2. Use the table that reflects the type of coverage chosen by the employee; then find the employee's base salary within the given ranges. The percent of cost of the health care benefit is the percentage based on the implementation year (year one through four).
- 3. Regardless, the employee's contribution is the higher of 1.5% of base salary or the amount of health care costs based on the table calculation.
- 4. The tables are based on a 12 month salary.

SINGLE COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.50%
30,000-34,999.99 ;	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5,50%	8.25%	11.00%
10,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
50,000-64,999.99	6.75%	13.50%	20.25%	27.00%
55,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25,50%	34.00%
95,000 and over	8.75%	17.50%	26,25%	35.00%

Page 27 of 32

APPENDIX A (CONT'D)

Local Finance Notice 2011-20

July 25, 2011

Appendix A – Health Benefit Contribution Schedules (2 of 3)

FAMILY COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22,00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24,00%
85,000-89,999.99	6.50%	13.00%	19.50%	26,00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	15.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

APPENDIX A (CONT'D)

Local Finance Notice 2011-20

July 25, 2011

Appendix A – Health Benefit Contribution Schedules (3 of 3) MEMBER/SPOUSE/PARTNER OR PARENT/CHILDREN COVERAGE

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%
35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4,25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	25.00%
75,000-79,999.99	6.75%	13.50%	20,25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

SCHEDULE A

FOREMAN

Responsibilities include the following:

- 1. Reports directly to the Director of Public Works
- 2. Implements tasks given by the Director
 - a. Prioritizes tasks based on direction provided
- 3. Must have a minimum of 10 years experience in public works
- 4. Must have a CDL Class B license at a minimum
- 5. Must be a manager and lead by example
- 6. Must have CPR/basic first aid training or ability to get within 6 months
- 7. Takes Daily Attendance
 - a. Tracks days off and advises employee of days left on a regular basis
 - b. Tracks weekly tasks and accomplishments.
 - i. Creates reports for tasks including manpower and finances
- 8. Resolves conflicts among the staff
 - a. Reports all incidents to the Director
 - b. Will be responsible to recommend discipline of employees as appropriate.
- 9. Tracks all required training and keeps logs of dates and attendees
- 10. Teaches/trains staff on various tasks and equipment as needed
- 11. Checks on Staff to ensure all tasks are being completed properly and safely.
- 12. Advises Director of items needed to purchase
- 13. Works with Assistant Foreman to accomplish tasks set for the day.
- 14. Will act as an "on-call" person during normal working hours to address problems and concerns as they arise as well as check on the crews periodically.
- 15. Is not exempt from filling in on daily tasks as needed.

ASSISTANT FOREMAN

- 1. Reports directly to Foreman
- 2. Must have a CDL Class B at a minimum
- 3. Must have CPR/basic first aid training or ability to get within 6 months
- 4. Fills in for Foreman when Foreman is absent including daily paperwork etc.
- 5. Must be a manager and lead by example
- 6. Teaches/trains staff on various tasks and equipment as needed.
- 7. Assigns daily tasks to staff as needed and if Division Supervisor is absent.
- 8. Works with staff as needed to assist in getting jobs completed efficiently
- 9. Does not require a substitute when absent
- 10. Is not exempt from filling in on daily tasks as needed.

MECHANIC

- 1. Must be able to work alone with little or no direction and be self-motivated.
- 2. Must have a CDL Class A license or ability to obtain within 6 months.
- 3. Shall have a minimum of 10 years experience in the repair of various light and heavy equipment, light and heavy-duty vehicles including diesel and gasoline engines
- 4. Must be experienced in welding
- 5. Is required to be on-call for emergency repairs including winter storm response as needed.
- 6. Is required to work on various public works crews as required outside of normal mechanic duties as needed.
- 7. Required to keep an inventory and distribution list of all PPE provided by the Borough

SUPERVISOR

- 1. Reports directly to Assistant Foreman
- 2. CDL License not required but is encouraged
- 3. Must be self motivated
- 4. Must delegate tasks to subordinates on a daily basis
- 5. Ultimately responsible/accountable for the work performed by subordinates
- 6. Must have CPR/basic first aid training or ability to get within 6 months
- 7. Must possess leadership/management training and skills
- 8. Must demonstrate ability to delegate where appropriate, deal with adverse situations and effectively resolve conflicts
- 9. Must successfully lead a division within the Department of Public Works
- 10. Will be required to physically work with their crews as they normally would.

EQUIPMENT OPERATOR 2

- 1. Must have CDL Class B license as a minimum
- 2. Must be able to proficiently operate all equipment in Public Works
- 3. Must still perform the duties of all titles including Laborer as needed

EQUIPMENT OPERATOR 1

- CDL Class B license not required but encouraged. Must be able to proficiently operate the following equipment
 - a. Snow plow on pick-up trucks/mason dump trucks
 - b. Stump grinder
 - c. Street sweeper
 - d. Skid-steer units
- 2. Must still perform the duties of all titles including Laborer

CDL DRIVER

- 1. Must possess and maintain a minimum of a Class B CDL License.
- 2. Can operate large plows on CDL required trucks
- 3. Must submit to random drug/alcohol testing
- 4. Must still perform the duties of all titles including Laborer

Page 31 of 32

DRIVER

- 1. Can drive all vehicles not requiring a CDL License
- 2. Must still perform the duties of all titles including Laborer

LABORER A

- 1. Must be able to work with little or no supervision
- 2. Must be able to perform tasks without being directed to
- 3. Must be able to utilize all manual and power hand tools
- 4. Must be able to train lower-level Laborers as needed
- 5. Must be physically able to perform all laborious duties

LABORER B

- 1. Must be able to work with some supervision
- 2. Must be able to perform tasks efficiently and thoroughly
- 3. Must be able to utilize most manual and power hand tools
- 4. Must be physically able to perform all laborious duties

LABORER C

- 1. Must be able to perform tasks under proper supervision and as directed
- 2. Must be able to perform tasks efficiently and thoroughly
- 3. Must be able to utilize most manual and power hand tools
- 4. Must be physically able to perform all laborious duties

LABORER-PROBATIONARY

- 1. Entry Level
- 2. Must be able to follow directions given and be trainable
- 3. Must be able to perform all tasks efficiently and thoroughly
- 4. Must be able to utilize some manual and power hand tools as properly trained
- 5. Must be physically able to perform all laborious duties