

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWNSHIP OF NORTH BERGEN
AND
TEAMSTERS LOCAL 11**

WHEREAS, the Township of North Bergen (the "Township") is the public employer for all employees employed in its Department of Public Works who are represented by the Teamsters Local 11 (hereinafter referred to as the "Union") for the purpose of collective negotiations; and

WHEREAS, the Township and the Union (collectively, the "Parties") have negotiated in good faith and agreed upon the terms and conditions of employment covering the members of the Union from January 1, 2024 through December 31, 2027; and

WHEREAS, the Parties wish to memorialize those terms and conditions of employment governing the Parties' labor relations for the aforesaid period of time;

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration:

1. The Parties, having reached a tentative settlement for a successor Collective Negotiations Agreement as set forth below, shall recommend the terms of this Memorandum of Agreement ("MOA") to the Union's general membership, and this MOA shall be subject to ratification by the Township and the Union's general membership. The Union represents that it shall conduct the ratification as soon as possible. Once advised of the Union's ratification of this MOA, the Township will conduct its meeting to ratify.
2. This MOA sets forth the full and complete agreements and understandings of the two Parties, and these agreements and understandings shall be embodied formally in a properly drawn successor Collective Negotiations Agreement (the "new Contract").
3. The new Contract shall be in force and effect from January 1, 2024 through December 31, 2027 and all terms set forth therein shall continue until such time as a successor agreement is executed by the Parties.
4. All contract sections referred to below refer to the structure of the current contract. Unless otherwise indicated herein, all terms, conditions, and provisions of the current Collective Negotiations Agreement between the parties, running from January 1, 2020 through December 31, 2023, shall remain in full force and effect, except as expressly modified by mutual agreement as set forth herein. All other proposals are hereby withdrawn by both Parties.

5. All changes in the terms and conditions of this MOA shall become effective only upon ratification by both Parties.
6. The Parties agree that all dates set forth in the Agreement as to its duration or effective period shall be conformed to January 1, 2024 through December 31, 2027.
7. The Parties agree to revise Article 5: Seniority, Section 4: Job Vacancies New Jobs Created, Paragraph B to change three (3) working days to five (5) working days (first sentence and last sentence).
8. The Parties agree to add a new provision to Article 6: Hours of Work and Overtime, Section 1 stating: "If an employee is needed to stay to finish a job, emergency or non-emergency, they are guaranteed a minimum of 2 hours paid (i.e., rain holds them up), only if the employee is required to work after 5 pm."
9. The Parties agree that Article 9: Leaves, Section 3 shall be replaced with the following: "Employees are entitled to five (5) consecutive business days leave of absence for each death of an employee's immediate family member. "Immediate family member" is an employee's spouse, civil union partner, child, parent, stepchild, sibling, grandparent, daughter-in-law, son-in-law, mother-in-law, father-in-law, and grandchildren. Employees are entitled to two (2) consecutive business days leave of absence for each death of an employee's relative that is not an immediate family member. A relative that is not an immediate family member is a niece, nephew, uncle, aunt, or the employee's spouse's or civil union partner's grandparent. Employees are paid for all working days during the Bereavement Leave.

Paid time off on bereavement leave shall not count as hours worked for purposes of determining eligibility for overtime work in a given workweek."

10. The Parties agree that Article 6: Hours of Work and Overtime shall be revised to add a new Section 9 stating that "Employees placed on light duty will have the option to volunteer for overtime, so long as such overtime work is within the medical allowance of the employee on light duty."
11. The Parties agree that Article 16: Wages, Section 7 shall be replaced with the following:
 - A. For all employees hired on or before January 1, 2009, their salary shall be increased as follows:
 1. Effective January 1, 2024, \$1,800 shall be applied to base salary and then increased by 3%;
 2. Effective January 1, 2025, their base salary shall increase by 3%;

3. Effective January 1, 2026, their base salary shall increase by 3%; and
 4. Effective January 1, 2027, their base salary shall increase by 3%.
- B. For all employees hired on or after January 1, 2009, their salary shall be increased as follows:
5. Effective January 1, 2024, their base salary shall increase by \$2,750;
 6. Effective January 1, 2025, their base salary shall increase by \$3,250;
 7. Effective January 1, 2026, their base salary shall increase \$6,000; and
 8. Effective January 1, 2027, their base salary shall increase by 3%.
12. The Parties agree that employees shall receive a separate check for retroactive salary adjustments. It shall be in the form of a standard payroll check, with all customary deductions taken.
13. The Parties agree that Article 5: Seniority, Section 3 shall be replaced with the following: "The first sixty (60) working days of employment for all new employees shall be considered a probationary period."
14. The Parties agree to revise Article 15: Longevity to eliminate longevity for all new hires effective January 1, 2024.
15. The Parties agree that Article 16: Wages, Sections 1 shall be removed.
16. The Parties agree that the starting laborer/CDL driver salary shall be \$2,000 less than the lowest paid laborer/CDL driver salary at that time of hire.
17. The Parties agree that Article 16: Wages, Section 4 to be replaced with the following:
"It is agreed that the Township shall pay for CDL training and licensing for any employee currently in the Union that so chooses, and they shall receive a \$4,000 increase in their base salary upon achieving the CDL endorsement on their license. However, those who choose not to seek their CDL endorsement shall not be required to do so.

For all new employees (hired on or after January 1, 2024), they must apply for and achieve their CDL endorsement within one year and sixty workdays of their employment commencing as a condition of continued employment. The Township shall pay for CDL training and licensing for newly hired employees, and they shall receive a \$4,000 increase in their base salary upon achieving the CDL endorsement on their license. In the event that an employee receives his CDL and leaves the employment of the Township within two (2) years, the employee shall reimburse on a prorated bases (1/24th of the cost per month) the amount paid by the Township for that employee to receive the CDL endorsement."

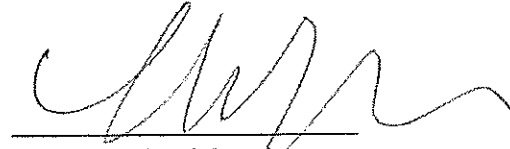
IN WITNESS WHEREOF, the negotiating representatives of the respective parties have signed below on this 31 day of July, 2024.

TOWNSHIP OF NORTH BERGEN


By: Janet Castro,
Township Administrator

Dated: 8/7/24

TEAMSTER LOCAL 11


By: Michael Curcio,
President/Principal Officer

Dated: 7/31/2024