

**AGREEMENT**

**BETWEEN THE BOROUGH OF RUTHERFORD**

**AND**

**RUTHERFORD EMPLOYEES' UNION  
AFSCME New Jersey, LOCAL 2420**

**January 1, 2017 through December 31, 2020**

**August 14, 2017**

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PREAMBLE

This AGREEMENT entered into this 17<sup>th</sup> day of August 2017,  
by and between the BOROUGH OF RUTHERFORD, in the COUNTY OF BERGEN, STATE OF  
NEW JERSEY, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough",  
and AFSCME New Jersey, LOCAL 2420, hereinafter called the "Union", and members of said Union  
are collectively referred to as "employees" represents the complete and final understanding on all  
bargainable issues between the Borough and the Union.

PURPOSE

WHEREAS, the Borough and the Union recognize that it will be to the benefit of both to promote  
mutual understanding and foster a harmonious relationship between the parties to the end that continuous and  
efficient service will be rendered to and by both parties,

Whereas, the Borough and the Union have previously entered into an Agreement that expired  
December 31, 2016;

Whereas the parties to this Agreement have reached a new understanding setting all bargainable  
issues between them;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

RECOGNITION

A. The Borough recognizes the Union as the exclusive collective bargaining agent for the  
purpose of collective negotiation with respect to the terms and conditions of employment for all non-  
supervisory employees specifically enumerated by job title in Appendix "A", excluding all Public  
Works, Shade Tree and Recreation employees, policemen, confidential employees, managerial  
executives and supervisors within the meaning of the New Jersey Employer-Employee Relations Act of  
1968.

B. Whenever the term "Employee or Employees" is used herein it shall be construed to mean those employees covered by this Agreement.

C. There shall be no discrimination, interference, or coercion by the Borough or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union or any of its agents shall not intimidate or coerce employees into membership. Neither the Borough nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin.

D. No employee shall be compelled to join the Union, but shall have the option to voluntarily join said Union.

E. It is hereby recognized and agreed that an employee shall have the right to withdraw from membership in the Union, said withdrawal shall only be permitted on January 1. In the exercise of that right, neither party nor any of its agents shall discriminate, coerce or otherwise interfere with the employees.

F. Any new job classifications will be considered for inclusion in the bargaining unit by the Borough on a case-by-case basis with due consideration given to the duties of the position compared to work performed by employees in the bargaining unit. The Union shall be notified of all new job positions.

G. Agency Fee: All eligible nonmember members in this contract will also be required to pay to the Union a representation fee in lieu of dues for services rendered by the Union. Nothing herein shall be deemed to require any member to become a member of the Union. In no event shall the representation fee exceed eighty-five (85%) percent of the payments of regular members. After verification by the Borough of Rutherford a nonmember must pay the representation fee that the Borough will deduct from all eligible nonmembers with titles listed under our White Collar agreement list.

ARTICLE II

DUES CHECK-OFF

A. Upon presentation to the Borough of a dues check-off card signed by individual employees, the Borough will deduct from such employees' bi-weekly salaries the amount set forth on said dues check-off authorization card. Thereafter, the Borough will, as soon as practicable, forward a check in the amount of all dues withheld for this purpose to AFSCME New Jersey, 516 Johnston Avenue, Jersey City, New Jersey 07304. All current and new employees can opt out but must pay 85% of dues regardless of the opt out.

B. The said Union representative shall be appointed by resolution of the Union and shall be certified to the Borough by the Union.

C. The Union shall indemnify, defend and save the Borough, its officials, officers, employees, agents, assigns and designees from any and all actions taken by them in furtherance of the provisions of this Article, including any and all attorney's fees incurred.

ARTICLE III

ASSOCIATION REPRESENTATIVES

A. The Borough recognizes the right of the Union to designate two (2) representatives for the enforcement of this Agreement. The Union shall furnish the Borough, in writing, the names of the representatives and notify the Borough of any changes.

B. The authority of the representatives so designated by the Union shall encompass the following duties and activities:

I. The investigation and presentation of the grievances in accordance with the provisions of the collective bargaining agreement; and,

2. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers.

C. Only one (1) designated Union representative shall be granted time with pay during working hours to investigate and seek to settle grievances. Both representatives may attend all meetings and conferences on contract negotiations with Borough officials. Said time off shall be minimized to cause the least interference with the normal operations of the Borough.

D. The Council Union Representative of AFSME New Jersey Local 2420 shall be notified by the Union Representative and attend meetings the Union deems necessary.

#### ARTICLE IV

##### CONDUCTING UNION BUSINESS

A. No Union member or officer or authorized representative shall conduct any Union business on Borough time except as specified in this Agreement.

B. No Union meeting shall be held on Borough time or use Borough facilities unless specifically authorized by the Borough. Permission for use of room will not be unreasonably denied.

C. The Union will notify the Borough of the two (2) Authorized Representatives selected from the bargaining unit. Only the Authorized Representatives and Local 2420 Representative may confer with management on grievances or other matters of mutual interest.

D. The Borough agrees that it will permit one of the Authorized Representatives to take a reasonable amount of time from the job to confer with management on, or to investigate grievances without loss of pay, provided prior arrangements to be executed are made with his or her supervisor. Said time off shall be minimized to cause the least interference with the normal operations of the Borough.

ARTICLE V

COLLECTIVE NEGOTIATING PROCEDURE

Collective negotiations with respect to rates of pay, hours of work or conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. Ordinarily, not more than two (2) additional representatives of each party shall participate in collective negotiating meetings.

A. Collective negotiating meetings shall be held at time and places mutually convenient at the request of either the Borough or the Union.

B. In the event any negotiating meetings are scheduled during any part of the working day, employees of the Borough may be designated by the Union to participate in such negotiating meetings. Up to a maximum of two (2) (not more than one (1) from each department) will be excused from their Borough work assignments by the Borough provided their absence will not seriously interfere with the Borough's operations.

C. The duly authorized negotiating agent of either the Borough or the Union is not required to be an employee of the Borough.

ARTICLE VI

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself without limitations, 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. To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees.



2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment and assignment and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under R.S. 40, 40A, and R.S. 11A, or any other national, state, county or local laws or ordinances.

## ARTICLE VII

### EMPLOYEE RIGHTS

A. Nothing contained herein shall be construed to deny or restrict any employee from such rights as he or she may have under New Jersey State Statutes or Civil Service Laws or other applicable laws or regulations. The rights granted to employees under this Article shall be deemed to be in addition to those provided elsewhere.

B. No employee shall be discriminated against by the Borough on account of race, color, age, creed, sex, national origin or union activity.

C. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not violate any local, state or

federal law or interfere with duties and responsibilities of employment with the Borough.

D. No reprisals of any kind shall be taken by the Borough or by any member of the administration against any party in interest, any representative, any member of the Union or any other participant in the grievance procedure by reason of such participation.

### ARTICLE VIII

#### MAINTENANCE OF WORK OPERATIONS

A. The parties agree that there shall be no lock-outs, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No officer or representative of the Union shall authorize, instigate, or condone such activity, nor shall any employee participate in such activity.

B. It is understood that violation of the provisions of this Article may subject any employee participating in or condoning such activity to disciplinary action by the Borough. Such disciplinary action may include termination of employment or any other appropriate lesser form of discipline.

### ARTICLE IX

#### GRIEVANCE PROCEDURE

A. To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedures shall be used. For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Borough and any employee with respect to the interpretation, application or violation of any of the provisions of this Agreement. "Working days" shall be defined as Monday through Friday, irrespective of whether the employee worked that day or such day was a holiday.

B. The procedure for settlement of "grievances" as defined in A above shall be as follows:

#### 1. STEP ONE

In the event that any employee covered by this Agreement has a grievance, within three

(3) working days of the occurrence of the event being grieved, the employee shall discuss it informally with the immediate supervisor. The supervisor shall decide the grievance within two (2) working days after the grievance is first presented to him/her.

## 2. STEP TWO

If no satisfactory resolution of the grievance is reached at Step One, then within two (2) working days the grievance shall be presented in writing to the Department Head or his/her designated representative. The written grievance at this step shall contain the relevant facts and a preceding oral discussion, the particular section of the contract violated, if applicable, and the remedy requested by the grievant. The Department Head or his/her designated representative will give the Union the opportunity to be heard and will answer the "grievance" or complaint in writing within five (5) working days of receipt of the written "grievance" or complaint.

## 3. STEP THREE

If the Union or individual wishes to appeal the decision of the Department Head, it shall be presented in writing to the Borough Administrator or the delegated representative within five (5) working days. The presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Administrator or the authorized representative may give the Union the opportunity to be heard and will give the decision in writing within ten (10) working days of receipt of the written "grievance" or complaint.

## 4. STEP FOUR

a. If there is no satisfactory resolution of the "grievance" reached at Step Three, then the Union, and only the Union, may, within ten (10) working days, file for arbitration with the Public Employment Relations Commission (PERC) for selection of an Arbitrator. The Union shall not be allowed to assign the arbitrator request to the grievant or

a representative of the grievant. The decision of the arbitrator shall be final and binding upon both parties. The expense of such arbitration shall be borne equally by the parties.

b. The Arbitrator shall have no authority to add to or subtract from the Agreement.

c. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) working days after the decision rendered by the Borough Administrator or the designee on the "grievance". Further, it is the intent of the parties that no matter in dispute that is subject to review and/or the decision on the New Jersey Department of Personnel may be submitted to arbitration. The parties herein direct the Arbitrator not to accept or to decide any matter in dispute that is subject to New Jersey Department of Personnel review and decision.

C. Any aggrieved employee covered by this Agreement may be represented at all stages of the grievance procedure by himself/herself or at his/her option by a representative selected or approved by the Union.

D. The time limits expressed herein shall be strictly adhered to. If any "grievance" or complaint has not been initiated within the time limits specified, then it shall be deemed to have been abandoned. If any "grievance" or complaint is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed therefore, then the disposition at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the Grievance Procedure, then it shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the "grievance" or complaint at any step in the Grievance Procedure.

#### ARTICLE X HOURS OF WORK

A. The standard weekly work schedule for all full time employees except the Police Radio Dispatcher and Parking Enforcement Officers shall consist of thirty-five (35) hours from Monday through Friday inclusive. The basic work day shall consist of seven (7) hours per day exclusive of a one

(1) hour lunch period.

B. The standard weekly work schedule of the Police Radio Dispatcher and the Parking Enforcement Officers shall consist of five (5) daily tours of eight (8) hours each and shall be arranged by the Borough. The basis work day shall consist of eight (8) hours per day which includes a one-half (1/2) hour lunch period.

C. All full time employees covered by this Agreement shall receive a fifteen (15) minute coffee break in mid-morning and fifteen (15) minute coffee break in mid-afternoon without loss of pay. The time of the coffee break shall be subject to prior approval of the Department Head. It is understood that no coffee break may interfere with the normal operations of the Borough. All part time employees shall receive one fifteen (15) minute coffee break without loss of pay.

D. The parties to this Agreement agree that if the Department Heads employed by the Borough increase their hours of work and/or days of work, then the Borough and the Association shall negotiate as to increased work hours, compensation and overtime, regardless of full time or part time status.

E. **OUT OF TITLE WORK** – In the event an employee is temporarily assigned for at least thirty (30) calendar days by the Department head to perform duties generally performed by an employee in a higher title, the Borough shall pay to the employee thereafter and until they return to their original title a salary equal to the salary of the higher title. The amount to be paid to the said employee shall be calculated at the corresponding step of the higher title as stated in the Salary Ordinance.

## ARTICLE XI

### OVERTIME

A. Overtime is defined as work in excess of the standard weekly schedule.

1. This membership has full time and various part time weekly scheduled as follows:
  - Full time 40 hours and full time 35 hours
  - Part time or lesser hours of 19.5 and 25.5 with additional various part time hours that could be added during this contract.

B. It is recognized that the needs of the Borough may require overtime work beyond the employee's standard schedule. The amount of and the schedule for such overtime shall be established by the Borough, and employees shall work such overtime as scheduled unless excused by the Borough. Each Department Head will ask the senior person, regardless of full time or part time status in the office for the first right of refusal of overtime. So, each Department Head will ask within clerical to clerical titles the senior person, regardless of full time or part time status in there office for the first right of refusal for overtime.

C. Occasional authorized extra work for any employee working the standard thirty-five (35) hour week will be computed by compensatory leave or extra pay at the option of the employee as follows:

Time and one-half (1 1/2) for authorized overtime worked in excess of thirty-five (35) hours in one (1) week. If called in on a Sunday, double time (2) regardless of full time or part time status.

D. Occasional authorized extra work for any employee working the standard forty (40) hour week will be compensated by compensatory leave or extra pay at the option of the employee as follows:

Time and one-half (1 1/2) for authorized overtime worked in excess of forty (40) hours in one (1) week. If called in on a Sunday, double time (2) regardless of full time or part time status. A part time or lesser hour employee as to overtime pay at time and one-half or double time would need to work at least 35 hours in one week before the rate change.

E. The employee must exercise this compensatory time/extra pay option immediately after working such overtime and must notify his/her Department Head at that time. Compensatory time may be earned only as the result of additional hours worked outside of the regular work week.

F. The compensatory time/extra pay option once chosen may not be altered without the approval of the Borough Administrator.

G. Compensatory leave will be granted within two (2) months of the time the extra work was performed but must be taken in the same calendar year worked (i.e. such time due cannot be carried from one year to the next), unless approved by the Borough Administrator.

H. The Union is aware of the Borough's budgetary constraints when it comes to paying for overtime and encourages its members to select compensatory time for extra work whenever possible.

I. An employee who is called back to work after having completed his/her regular hours shall be compensated at the overtime rate with a minimum guarantee of two (2) hours work, as long as the call back is not contiguous to the end of the employee's shift. A part time employee called back to work after having completed his/her regular hours shall be compensated at their current rate with a minimum guarantee of two (2) hours of work as long as the call back is not contiguous to the end of the employees shift.

J. The parties agree that if the Department Heads employed by the Borough increase their hours of work and/or days of work, then the Borough and the Association shall negotiate as to increased work hours, compensation and overtime.

## ARTICLE XII

### SALARIES

A. Salary increases shall be given over the life of this contract for those employees covered by this Agreement as indicated below and in accordance with the salary step guide (appendix B). The six step guide is for employees hired on, or before December 31, 2014. The eight step guide is for employees hired on, or after January 1, 2015:

Effective January 1, 2017 the employees shall receive a 1.75% increase on their base salary.

Effective January 1, 2018 the employees shall receive a 1.75% increase on their base salary.

Effective January 1, 2019 the employees shall receive a 2.00% increase on their base salary.

Effective January 1, 2020 the employees shall receive a 2.00 % increase on their base salary.

B. The parties agree that any employee who has not passed his/her entry level civil service examination shall be required to sit for said examination when it is offered by the New Jersey Department of Personnel.

### C. CLOTHING ALLOWANCES

The Borough agrees to pay an annual clothing allowance as follows:

Parking Enforcement Officer-\$525.00	Assistant Construction Official \$525.00
Police Radio Dispatcher-\$425.00	Code Enforcement Officer \$525.00
Fire Prevention Specialists-\$525.00	Electrical Sub Code Official \$525.00
Plumbing Sub Code \$525.00	

## ARTICLE XIII

### LONGEVITY

A. Each employee shall be paid, in addition to his/her base pay, a longevity increment based upon years of service in the employ of the Borough in accordance with the following schedule:

YEARS OF SERVICE	INCREMENT OF BASE PAY
Upon completion of 5 yrs. of service	1%
Upon completion of 10 yrs. of service	3%
Upon completion of 15 yrs. of service	5%
Upon completion of 20 yrs. of service	7%
Upon completion of 25 yrs. of service	8%

B. Each employee hired after January 1, 1992 shall be paid, in addition to his/her base pay a longevity payment based upon years of service in the employ of the Borough in accordance with the following schedule:

YEARS OF SERVICE	LONGEVITY PAYMENTS
Upon completion of 5 yrs. of service	\$225.00
Upon completion of 10 yrs. of service	\$675.00
Upon completion of 15 yrs. of service	\$1,125.00
Upon completion of 20 yrs. of service	\$1,575.00
Upon completion of 25 yrs. of service	\$1,800.00



C. Any employee hired after January 1, 1998 will not be entitled to a longevity increment or payment.

D. Longevity increments shall be effective on July 1 or January 1 following the anniversary date of employment.

#### ARTICLE XIV

##### HOLIDAYS

A. The following days are designated as paid holidays for all full time, part time and lesser hour employees covered by this Agreement:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve (1/2 day)
Independence Day	Christmas Day
Labor Day	New Year's Eve (1/2 day)

B. In the event any of the aforementioned holidays shall fall on a Saturday, it shall be celebrated on the Friday immediately preceding it; and in the event any of the aforementioned holidays shall fall on Sunday, it shall be celebrated on the Monday immediately following it.

C. Employees are required to work the last day scheduled (in the event of lesser hour employee) prior to the holiday and the first scheduled (in the event of lesser hour employee) work day following the holiday in order to be paid for the holiday unless their absence is excused by their Department Head in accordance with established Borough policy.

#### ARTICLE XV

##### VACATIONS

A. Subject to New Jersey Civil Service laws, rules and regulations, when applicable, and consistent with existing practice, employees shall be granted the following annual leave for vacation

purposes with pay:

One (1) working day for the initial month of employment if the employee begins work on the 1<sup>st</sup> through the 15<sup>th</sup> of the month; one-half (1/2) working day for the initial month of employment if the employee begins work on the 16<sup>th</sup> through the 31<sup>st</sup> of the month.

1st Year	1 working day per month
1-4 years	14 working days per year
5-9 years	16 working days per year
10-14 years	18 working days per year
15-19 years	20 working days per year
20 years plus	23 working days per year

B. Employees shall be permitted to carry over up to one year of vacation days to the following year. If more than 1 year of vacation days have not been taken by the end of the next year they shall be forfeited.

C. Any employee retiring or separating from the Borough in good standing shall be entitled to his/her earned vacation benefit.

D. Any employee retiring may schedule to back-end their vacation before their retirement date.

## ARTICLE XVI

### MEDICAL COVERAGE

A. The Borough will provide and pay for health insurance for employees and their eligible dependents covered by this Agreement who work twenty (20) or more hours per week. Effective January 1, 2015, the hour requirement shall increase to twenty-nine and one half (29.5) hours per week. The Borough shall provide a

coverage plan under a Point of Service (P.O.S.) managed care plan provided by the carrier of the Borough's choosing.

B. The Borough shall have the option of securing equivalent coverage to that set forth in Section A above through other sources in the future.

C. Employees shall contribute in accordance with State of New Jersey guidelines listed in Chapter 78 toward health insurance premiums.

D. Co-payments from employees shall be \$15.00 for routine visits, and \$25.00 for visits to specialist.

E. Hospital in-patient co-payments shall be \$500.00 a day, with a maximum of \$2,500.00. For one incident, the Borough will pay one-half, or \$1,250.00 of the maximum \$2,500.00 co-payment in the calendar year, and 100% of the deductible for any additional occurrences within the same calendar year. In addition, the Borough will pay 100% of the deductible for the respective insured for the maximum in-patients stay for the second consecutive year. (As an example: an employee is admitted for 5 days in February of 2013 and pays a deductible of \$2,500.00. The Borough reimburses the employee \$1,250.00 of that deductible. If the employee re-enters the hospital in 2013, the Borough reimburses the employee for ANY deductible associated with this re-entry. In 2014, if the employee goes back into the hospital, the Borough reimburses the employee for the full deductible; however, if the employee goes into the hospital again in 2015, the Borough reimburse him for one-half of the \$2,500.00 deductible.)

F. The Borough shall provide retiree medical and dental coverage. Coverage shall be provided to the members of the bargaining unit as follows:

1. Said insurance will be provided to employees who retired on or before December 31, 2002, who submitted proof of retirement from the Public Employees Retirement System (PERS), including a copy of the first pension check (endorsed) and the bank deposit slip;
2. The retiree and spouse shall be covered (if the employee was married before the date of

retirement) for the lifetime of the retiree and the spouse, unless the spouse has insurance coverage, or as set forth below.

3. If the retiree is not eligible for any other insurance from any other employer or from the retiree's spouse;
4. If the retiree or spouse should remarry after the death of the retiree or spouse, the benefit coverage shall not extend to the new partner.
5. If the retiree retires on or before December 31, 2002 as per this section, the Borough shall be responsible for the full cost.

**G . The Borough shall provide retiree medical, dental and prescription drug coverage to members of the bargaining unit who retire/d on or after January 1, 2003 as follows:**

1. Said insurance will be provided to each employee(s), who shall submit proof of statement from the Public Employees Retirement System (PERS), including a copy of the first pension check (endorsed) and the bank deposit slip.
2. The retiree and spouse shall be covered (if the employee is married before the date of retirement) for the lifetime of the retiree and spouse, unless the spouse has insurance coverage as set forth below.
3. If the retiree is not eligible for any other insurance from any other employer or from the retiree's spouse.
4. If the retiree or spouse should remarry after the death of the retiree or spouse, the benefit coverage shall not extend to the new partner.
5. If the retiree retires on or after January 2, 2003 as per this section, the employee/retiree and spouse shall be responsible to pay twenty-five (25%) percent

of the Borough's yearly premium costs for such coverage for the lifetime of the retiree or spouse.

H The Borough shall provide a full-family dental plan covering employees and dependents. All employees shall be entitled to receive the equivalent of the current dental coverage offered to other Borough of Rutherford employees, if so desired by said employee, through retirement for all dependents covered by the Collective Bargaining Agreement. The plan which shall be implemented is set forth as Appendix "C" to this Agreement. The Borough shall have the option of securing equivalent coverage from another insurance company. The Union shall be advised of any such decision and shall be given a copy of all such insurance information

I. The Borough shall provide as an additional medical coverage, a full-family prescription drug insurance plan for all full-time employees covered by this Agreement Said prescription program shall be equivalent to the "Great West Life Plan I, including dependents". Pharmaceutical co-payments shall be \$10.00/\$25.00/\$40.00 (\$40.00 being sole source drugs). In the event it is determined that the employee is required to use a sole source drug, that employee will be responsible for the \$40.00 co-pay for the first six (6) times that drug is required. Thereafter, the borough will reimburse the employee the difference between \$25.00 and \$40.00, or \$15.00. The Borough shall have the option of securing equivalent coverage from other insurance companies, however, the Union shall be notified in advance of any such change and be given an opportunity to review the proposed changes in advance of their implementation.

J. The Borough agrees to implement a Section 125 Flexible Spending Account plan pursuant to the provisions of federal law.

K Each employee may voluntarily elect, effective January 1, 2002 to reduce the medical insurance directly provided by the Borough for the employee and/or his/her family in order to avoid dual coverage by the Borough and the employee's spouse. The employee has the option to reduce his/her number of family members covered (i.e. from family coverage to single coverage or husband/wife coverage or no coverage, if applicable) to a lower coverage status than the maximum provided. Current Borough policy is modified so that as of May 21, 2010 in accord with modification to state law effective as of that date, employees who waive medical

insurance to which they have a contractual and legal right shall receive payment of 25% of the savings realized by the Borough up to a maximum of \$5,000.00. The employee shall, prior to the receipt of such payment, provide certification of spousal insurance coverage. If the employee returns during the year, he/she shall only be entitled to a pro-rata portion of the savings in question. The employee may return to previous coverage status by providing the Borough at least ninety (90) calendar days written notice prior to the open enrollment period to the Administrator requesting coverage except under exigent circumstances.

## ARTICLE XVII

### SICK LEAVE

A. All permanent full-time, part time or lesser hour employees covered by this Agreement shall be granted sick leave with pay for one (1) working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in each calendar year thereafter which shall accumulate from year to year.

A.1 All ten (10) month employees are entitled to receive 12 sick days per year.

B. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family.

C. In order to receive compensation while absent on sick leave, the employee shall notify his/her supervisor, within fifteen (15) minutes after the time set for him/her to begin his/her daily schedule. Failure to so notify his/her supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent for five (5) consecutive days and does not notify his/her Department Head or some responsible representative of the Borough on any of the first five (5) days will be subject to dismissal in accordance with the New Jersey Civil Service Rules.

D. 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. All

sick leave heretofore accumulated shall not be impaired by this Agreement, and said accumulated days shall be carried forward during the term of this Agreement.

E. A sick day shall be charged for an absence of more than four (4) hours or one-half (1/2) day for an absence of less than four (4) hours for employees working a forty (40) hour work week. A sick day shall be charged for an absence of more than three and a half (3 1/2) hours or one-half (1/2) day for an absence of less than three and a half (3 1/2) hours for employees working a thirty five (35) hour work week. No refund of vacation time shall be allowed due to illness incurred while on vacation time. No requesting of sick time after scheduling vacation days.

F. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

G. An employee, who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absence of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.

H. The Borough may require proof of illness of an employee in such leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

I. All employees will have access to the Donated Leave Plan as identified in the Borough's Policy and Procedure Manual.

## ARTICLE XVIII

### TERMINAL PAYMENT

Upon the regular retirement, disability retirement, resignation, or death all employees shall be entitled to the cash value of their accumulated sick leave in the following percentages:

1. Ten percent (10%) of all remaining accumulated sick days after five (5) years of service.
2. Fifteen percent (15%) of all remaining accumulated sick days after ten (10) years of service.
3. Twenty percent (20%) of all remaining accumulated sick days after fifteen (15) years

of service.

4. Twenty-five percent (25%) of all remaining accumulated sick days after twenty (20) years of service.
5. Fifty percent (50%) of all remaining accumulated sick days after twenty-five (25) years of service.
6. Seventy-five (75%) of all remaining accumulated sick days after thirty (30) years of service.

Terminal Payment due to an employee who dies shall be paid to the estate of said employee.

Any employee who is separated from service for a just cause arising from any disciplinary action(s) shall not be entitled to compensation for accumulated sick leave.

For all employees hired after December 31, 2011 the terminal leave pay-out is capped at \$15,000.

ARTICLE XIX  
PERSONAL DAYS

A. Full time, part time and lesser hour employees may take three (3) personal days per year. Employees must give their Department Head twenty four (24) hour notice of their intention to take a personal day and must receive approval to ensure that the Borough has adequate personnel on hand to perform all necessary functions, except in case of emergency.

B. A denial of an application for personal time under this section shall only be made for sufficient cause.

C. Personal leave time under this Article shall be granted in units of not less than four (4) hours for each occasion for forty (40) hour and not less than three and a half (3 ½) for a thirty five (35) hour work week.

D. The said personal leave days shall be non-cumulative.



ARTICLE XX  
INJURED ON DUTY

A. When an employee is disabled and unable to work because of an injury or illness arising out of the course of his/her employment, he/she shall be granted an injury leave with full pay for a period of up to ninety (90) working days, provided such employee:

1. Presents evidence that he/she is unable to work in the form of a certificate from a reputable physician forwarded to the Borough Clerk within forty eight (48) hours of the injury or illness or within such reasonable time as the circumstances may require. The Borough may reasonably require that such certificates be presented from time to time during the course of the illness or injury.

2. Submits upon requests to examination by a physician appointed by the Borough or the insurance carrier of the Borough.

B. All injured on duty leaves shall terminate when the physician appointed by the Borough reports in writing that the employee is fit to perform the regular duties of the position held by the employee. Whenever feasible the Borough shall make an effort to place an injured employee in a job he/she is physically able to perform.

C. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability, and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

D. In the event a dispute arises as to whether an absence shall be designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

E. All temporary disability benefits for the period that the Borough is paying the full salary of the employee as set forth in sub-paragraph A above accruing under the provisions of the Workers' Compensation Act shall be paid over to the Borough.

#### ARTICLE XXI

#### LEAVE OF ABSENCE

A. Any full-time employee covered by this Agreement may take a leave of absence without pay from Borough duties, if recommendation therefore is given by the appropriate Department Head, and approval is granted by the Mayor and Council.

B. The leave of absence shall not exceed thirty (30) days unless otherwise established by federal or state law and is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Borough.

C. During the period of said leave, the Borough shall be under no obligation to pay for the benefits provided in this Agreement.

D. It is understood and agreed that no leave of absence shall be given if the employee has accumulated unused vacation time; nor shall any benefits accrue to the credit of the employee during the period of said leave.

E. The employee shall sign an affidavit wherein he/she shall state that during the period of leave of absence the employee shall engage in no remunerative employment.

F. Members of the bargaining unit shall be entitled to the provisions of either the Federal Family Medical and Leave Act (FMLA) or the State of New Jersey Family Leave Act (NJFLA) or FLI Family Leave Insurance Act.

G. An employee who wishes to avail themselves of FMLA, NJFLA or FLI shall first advise the Borough Administrator or the designee of their intent to exercise this type of leave.

1. An "eligible employee" means an employee of the Borough who has worked for the

Borough for at least twelve (12) months for a minimum of either 1,000 base hours (NJFLA) or 1,250 hours (FMLA). Twelve (12) months will be set from both the twelve (12) months provisions to the commencement of a leave and/or the twelve (12) months commencing from the beginning of the leave itself.

2. "Family Leave" means leave from employment so that the employee may provide care made necessary by reason of

- a. birth of a child of the employee;
- b. the placement of a child for adoption/foster care;
- c. serious health condition of an employee's family member; and/or,
- d. employee's own serious health condition which makes the employee unable to do his/her job (FMLA only).

e. For purposes of this Article:

(1) Family member is defined as a child, spouse or parent; (in law — NJFLA only)

(2) Serious health condition is defined as:

(a) In-patient care in a hospital, hospice or residential care facility (NJFLA/FMLA);

(b) continuing medical treatment or continuing supervision by a health care provider (NJFLA)

(c) any period of incapacity requiring absence from work, school or other regular daily activities of more than three (3) calendar days that also involves continuing treatment by a health care provider (FMLA);

(d) continuing treatment by a health care provider that is incurable or so serious that, if not treated would likely result in a period of incapacity of more than three

(e) Military Leave

(3) calendar days or for prenatal care.

3. Under the FMLA, an eligible employee is entitled to twelve (12) weeks of FMLA leave in a twelve (12) month period. However, to be eligible for a subsequent leave, the employee must meet the definition of "eligible employee".

4. Under the NJFLA, an employee shall be entitled to a family leave of twelve (12) weeks in a twenty-four (24) month period.

5. Leaves under either the NJFLA or the FMLA are unpaid, unless the employee uses vacation, sick, personal and compensatory leave after written approval by the Borough.

6. The Borough will be, where applicable, responsible for compliance with the FMLA (18 U.S.C.A. §§ 2601 to 2654) and the NJFLA (N.J.S.A. 34:11B-1 to-16) plus FLI.

7. FLI – Family Leave Insurance – 6 weeks paid at maximum payout per week.

ARTICLE XXII

FUNERAL LEAVE

A. All permanent full-time, part time and lesser hour employees covered by this Agreement shall be entitled to three (3) days leave with pay upon the death of a member of the immediate family within the State of New Jersey and up to five (5) days leave with pay if outside the State with the consent of the Department Head or designated representative.

B. Immediate family shall include spouse, children, parents, brothers, sisters and grandparents and grandchildren of employee or spouse.

C. An employee must actually attend the funeral in order to be entitled to a leave under this provision.

D. In the case of unusual circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Department Head or Borough Administrator in his/her absence. An extension of funeral leave beyond the number of days permitted under Section A, above, shall be charged to an employee's vacation or personal leave or CTO time, at the option of the employee.

### ARTICLE XXIII

#### JURY LEAVE

A. Any full-time, part time or lesser hour employee covered under this Agreement shall be excused from his/her employment on all days he/she is required to be present in court in response to a summons for jury service.

B. Any employee so excused shall receive his/her usual compensation for each day he/she is on jury service less the amount of per diem fee he/she receives as shown on a statement issued to the juror by the sheriff or other court officer making payment of juror fees.

### ARTICLE XXIV

#### MILITARY LEAVE

A. Any full-time, part time or lesser hour employee covered under this Agreement who is a member of the organized militia shall be entitled to leave of absence without loss of pay or time on all days during which he/she shall be engaged in active duty for training or other duty ordered by the Governor.

B. This leave of absence without loss of pay shall not apply to weekend training.

### ARTICLE XXV

#### EDUCATIONAL INCENTIVE

A. Effective January 1, 1992, each employee covered under this Agreement who shall earn an AAS degree from an accredited college or university in a field of study related to the job title and duties performed by the employee shall, upon proper notification and proof to the Borough receive an increment, in addition to all other wage and benefits provided in this Agreement, in the amount of One Thousand

(\$1,000.00) Dollars per year.

B. Effective January 1, 1992, each employee covered under this Agreement who shall earn a Bachelor's degree (B.A. or B.S.) from an accredited college or university in a field of study related to the job title and duties performed by the employee shall upon proper notification and proof to the Borough receive an increment and benefits provided in this Agreement, in the amount of Fifteen Hundred (\$1,500.00) dollars per year shall be deemed to include any prior degree increment. This article shall be enforced through the Memorandum of Agreement (MOA) signed on May1, 2015 and attached hereto as Appendix D.

C. Increments paid under this Article shall be prorated from the date of receipt of said degree and shall be paid as part of the employee's bi-weekly salary.

#### ARTICLE XXVI

#### EVALUATIONS

The parties agree to develop a non-economic based reciprocal evaluation process to enable supervisors and employees to review job performance and criteria.

#### ARTICLE XXVII

#### MISCELLANEOUS

A. Each year the Employer shall give to the Union a seniority list showing the continuous service of each employee. The seniority list will show the names, job titles and date of hire of all employees in the unit entitled to seniority.

B. The Employer agrees to permit representatives of the International Union, the Union Council and the Local Union to enter the premises of the Employer for individual discussion of working conditions with employees, provided such representatives do not duly interfere with the performance of duties assigned to the employees.

C. The Employer agrees there will be no aid, promotion or financing of any other labor group or

financing of any other labor group or organization which purports to engage in collective bargaining on the part of the employee or those designated as his representatives or subordinate staff for any purpose and that the payroll deduction of dues for any such other organization shall not be permitted.

D. Exclusive of seasonal or temporary employees, the Employer agrees to submit to the Union each month a list of all new employees hired, their job classification, home address and whether their employment is on a permanent or provisional basis.

E. The Employer agrees that new work rules or changes in existing rules shall not become effective until the majority representative is notified of such change.

F. Part-time employees employed on a regular basis (more than twenty (20) hours per week) shall be entitled to receive all benefits provided to all full-time employees covered by this Agreement on a prorated basis.

#### ARTICLE XXVIII

##### PRESERVATION OF BENEFITS AND OBLIGATIONS

A. Except as otherwise modified by successor agreements, the Borough agrees to maintain and provide during the term of this Agreement all benefits which were being received by the Union members during the year 1982 whether or not those benefits are specifically provided for herein.

B. Unless a contrary intent is expressed in this Agreement, any duties, responsibilities, obligation and conditions of employment applicable to members of the Union pursuant to any rules, regulations, instructions, directions, memoranda, statute or otherwise shall remain in effect and shall not be limited, restricted, impaired, removed or abolished by this Agreement, unless otherwise provided by any Civil Service regulation.

#### ARTICLE XXIX

##### FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and

settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term 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.

ARTICLE XXX

SAVINGS CLAUSE

A. It is understood and agreed that if any portion of this agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or application of such provision to other persons or circumstances shall not be affected thereby.

B. If any such provisions are so invalid, the Borough and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXXI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2017 and shall remain in effect to and including December 31, 2020 without any reopening date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Rutherford, New Jersey on this 17 day of August 2017.

ATTEST:

BOROUGH OF RUTHERFORD

Margaret Cantor

Joseph DeLuca

WITNESS:  
Joey Alvarez

AESCME New Jersey LOCAL 2420  
Maureen Bigly  
Joseph Woodrow  
Maureen Bigly



## APPENDIX "A"

### Positions Covered by This Agreement

Administrative Clerk-Rent Board  
Administrative Secretary  
Assistant Construction Official  
Building Inspector/Field Representative, Property Improvement/Zoning Officer  
Building Sub-Code Official  
Cashier  
Child Day Care Program Coordinator  
Clerk 1  
Clerk 2  
Clerk 3  
Keyboarding Clerk 1 (part-time)  
Keyboarding Clerk 1  
Keyboarding Clerk 2  
Keyboarding Clerk 3  
Code Enforcement Officer  
Code Enforcement Officer Trainee  
Data Entry Machine Operator  
Deputy Municipal Clerk  
Deputy Municipal Court Administrator  
Electric Sub-Code Official (part-time)  
Fire Inspector/Fire Alarm Specialist  
Fire Signal System Technician 1 (part-time)  
Fire Prevention Specialist  
Parking Enforcement Officer  
Payroll Clerk  
Plumbing Sub-Code Official (part-time)  
Principal Account Clerk  
Public Safety Telecommunicator  
Purchasing Assistant  
Recreation Aide  
Recreation Supervisor  
Recycling Program Aide  
Road Inspector/Supervisor of Roads  
Secretarial Assistant  
Senior Cashier  
Senior Clerk Typist  
Senior Clerk Typist (part time)  
Senior Purchasing Assistant  
Teacher's Aide  
Teacher Early Childhood Education  
Teacher, Child Care Coordinator  
Technical Assistant to the Construction Official  
Violations Clerk  
Wire Signal System Technician (part-time)

*Should any of the above titles be converted to part-time, the equivalent hourly rate shall be determined by dividing the salary for the position by 1820 (number of full-time hours per year).*

**Current Contract Municipal Job Titles**

Administrative Clerk - Rent Board  
Administrative Secretary  
Assessing Clerk  
Assistant Construction Official  
Building Inspector/Field Representative, Property Improvement/Zoning Officer  
Building Sub-Code Official  
Cashier  
Clerk (Part Time)  
Clerk Typist  
Code Enforcement Officer  
Code Enforcement Officer Trainee  
Data Entry Machine Operator  
Deputy Municipal Clerk  
Deputy Court Administrator  
Electrical Sub-Code Official (Part time)  
Fire Inspector/Fire Alarm Signal Technician (Part time)  
Fire Prevention Specialist  
Fire Signal Service Technician I (part time)  
Parking Enforcement Officer  
Plumbing Sub Code Official (Part time)  
Payroll Clerk  
Principal Account Clerk  
Principal Assessing Clerk  
Principal Clerk Typist  
Police Radio Dispatcher  
Purchasing Assistant  
Sr. Purchasing Assistant  
Recreation Aide  
Recreation Supervisor  
Secretarial Assistant  
Senior Cashier  
Senior Clerk Typist  
Teacher Aide  
Teacher, Early Childhood Education  
Technical Assistant to the Construction Official  
Violations Clerk  
Wire Signal System Technician (Part time)

**Civil Service Equivalent**

Nothing Equivalent  
Administrative Secretary  
Clerk I  
Assistant Construction Official  
Inactive - No replacement Title  
Nothing Equivalent  
Cashier  
Keyboarding Clerk I  
Keyboarding Clerk I  
Code Enforcement Officer  
Nothing Equivalent  
Data Entry Machine Operator  
Deputy Municipal Clerk  
Deputy Municipal Court Administrator  
Electric Sub-Code Official  
Fire Signal System Technician I  
Fire Prevention Specialist  
Fire Signal System Technician I  
Parking Enforcement Officer  
Plumbing Sub Code Official (Part time)  
Payroll Clerk  
Principal Account Clerk  
Keyboarding Clerk 3  
Keyboarding Clerk 3  
Public Safety Telecommuicator  
Purchasing Assistant  
Sr. Purchasing Assistant  
Recreation Aide  
Recreation Supervisor  
Secretarial Assistant  
Senior Cashier  
Keyboarding Clerk 2  
Teacher's Aide  
Teacher Early Childhood Education  
Technical Assistant to Construction Official  
Violations Clerk  
Nothing Equivalent

**Not Included in Contract**

Police & Fire Signal

**Civil Service Title**

Police and Fire Signal System Tech I

# APPENDIX B

AFSCME New Jersey, LOCAL 2420

## 6 Step Salary Guide

(For employees hired on or before December 31, 2014)

	1.75% Increase					
	EFFECTIVE JANUARY 1, 2017					
<b><u>FULL TIME POSITIONS</u></b>						
Assistant Construction Official	63,374	67,689	72,002	76,317	80,629	84,947
Fire Prevention Specialist	45,811	50,202	54,592	58,984	63,375	67,764
Building Inspector/Field Rep						
Property Imp Zoning Officer						
Administrative Secretary	41,805	46,764	51,728	56,689	61,624	66,615
Secretarial Assistant						
Code Enforcement Officer						
Principal Account Clerk	40,777	44,677	48,581	52,482	56,330	60,287
Code Enforcement Officer Trainee						
Clerk 3	38,842	42,564	46,291	50,015	53,744	57,470
Sr. Purchasing Assistant						
Deputy Municipal Court Administrator						
Recreation Supervisor						
Technical Asst. to the Construction Official						
Clerk 2	37,422	41,022	44,622	48,222	51,827	55,432
Purchasing Assistant						
Public Safety Telecommunicator						
Keyboarding Clerk 2						
Senior Cashier						
Account Clerk						
Cashier	36,309	39,802	43,276	46,761	50,246	53,727
Parking Enforcement Officer	35,406	38,393	41,386	44,376	47,256	50,358
Electrical Sub Code Official	34,241	35,389	36,540	37,684	38,840	39,483
Clerk 1	34,323	36,894	39,464	42,028	44,597	47,165
Keyboarding Clerk 1						
Violations Clerk						

# APPENDIX B

AFSCME New Jersey, LOCAL 2420

## 6 Step Salary Guide

(For employees hired on or before December 31, 2014)

1.75% Increase

EFFECTIVE JANUARY 1, 2017

### PART TIME POSITIONS

Child Day Care Program Coordinator	24,852	25,490	26,143	26,814	27,502	28,207
Teacher Early Childhood Education	21,889	22,529	23,128	23,726	24,358	24,918
Payroll Clerk	14,470	16,079	17,686	18,758	20,365	21,437
Plumbing Sub Code Official	8,777	9,303	9,824	10,347	10,874	11,394
Building Sub Code Official	5,678	6,046	6,434	6,822	7,215	7,607
Data Entry Machine Operator	18.83	19.36	19.86	20.40	20.91	21.43
Recreation Aide	16.85	17.59	18.35	19.10	19.86	20.62
Teacher Aide	10,156	10,455	10,732	11,010	11,325	11,567
Clerk 1	12.31	15.07	17.75			20.51
Keyboarding Clerk 1						
Fire Inspector/Fire Alarm Specialist	20.51					20.51
Fire Signal System Technician 1	19.63					19.63

# APPENDIX B

AFSCME New Jersey, LOCAL 2420

## 6 Step Salary Guide

(For employees hired on or before December 31, 2014)

	1.75% Increase EFFECTIVE JANUARY 1, 2018					
<b><u>FULL TIME POSITIONS</u></b>						
Assistant Construction Official	64,483	68,874	73,262	77,653	82,040	86,434
Fire Prevention Specialist	46,613	51,081	55,547	60,016	64,484	68,950
Building Inspector/Field Rep						
Property Imp Zoning Officer						
Administrative Secretary	42,537	47,582	52,633	57,681	62,702	67,781
Secretarial Assistant						
Code Enforcement Officer						
Principal Account Clerk	41,491	45,459	49,431	53,400	57,316	61,342
Code Enforcement Officer Trainee						
Clerk 3	39,522	43,309	47,101	50,890	54,685	58,476
Sr. Purchasing Assistant						
Deputy Municipal Court Administrator						
Recreation Supervisor						
Technical Asst. to the Construction Official						
Clerk 2	38,077	41,740	45,403	49,066	52,734	56,402
Purchasing Assistant						
Public Safety Telecommunicator						
Keyboarding Clerk 2						
Senior Cashier						
Account Clerk						
Cashier	36,944	40,499	44,033	47,579	51,125	54,667
Parking Enforcement Officer	36,026	39,065	42,110	45,153	48,083	51,239
Electrical Sub Code Official	34,840	36,008	37,179	38,343	39,520	40,174
Clerk 1	34,924	37,540	40,155	42,763	45,377	47,990
Keyboarding Clerk 1						
Violations Clerk						

# APPENDIX B

AFSCME New Jersey, LOCAL 2420  
**6 Step Salary Guide**  
(For employees hired on or before December 31, 2014)

1.75% Increase  
EFFECTIVE JANUARY 1, 2018

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**PART TIME POSITIONS**

Child Day Care Program Coordinator	25,287	25,936	26,601	27,283	27,983	28,701
Teacher Early Childhood Education	22,272	22,923	23,533	24,141	24,784	25,354
Payroll Clerk	14,723	16,360	17,996	19,086	20,721	21,812
Plumbing Sub Code Official	8,931	9,466	9,996	10,528	11,064	11,593
Building Sub Code Official	5,777	6,152	6,547	6,941	7,341	7,740
Data Entry Machine Operator	19.16	19.70	20.21	20.76	21.28	21.81
Recreation Aide	17.14	17.90	18.67	19.43	20.21	20.98
Teacher Aide	10,334	10,638	10,920	11,203	11,523	11,769
Clerk 1	12.53	15.33	18.06			20.87
Keyboarding Clerk 1						
Fire Inspector/Fire Alarm Specialist	20.87					20.87
Fire Signal System Technician 1	19.97					19.97

# APPENDIX B

AFSCME New Jersey, LOCAL 2420

## 6 Step Salary Guide

(For employees hired on or before December 31, 2014)

	2.00% Increase EFFECTIVE JANUARY 1, 2019					
<b><u>FULL TIME POSITIONS</u></b>						
Assistant Construction Official	65,773	70,251	74,727	79,206	83,681	88,163
Fire Prevention Specialist Building Inspector/Field Rep Property Imp Zoning Officer	47,545	52,103	56,658	61,216	65,774	70,329
Administrative Secretary Secretarial Assistant Code Enforcement Officer	43,388	48,534	53,686	58,835	63,956	69,137
Principal Account Clerk Code Enforcement Officer Trainee	42,321	46,368	50,420	54,468	58,462	62,569
Clerk 3 Sr. Purchasing Assistant Deputy Municipal Court Administrator Recreation Supervisor Technical Asst. to the Construction Official	40,312	44,175	48,043	51,908	55,779	59,646
Clerk 2 Purchasing Assistant Public Safety Telecommunicator Keyboarding Clerk 2 Senior Cashier Account Clerk	38,839	42,575	46,311	50,047	53,789	57,530
Cashier	37,683	41,309	44,914	48,531	52,148	55,760
Parking Enforcement Officer	36,747	39,846	42,952	46,056	49,045	52,264
Electrical Sub Code Official	35,537	36,728	37,923	39,110	40,310	40,977
Clerk 1 Keyboarding Clerk 1 Violations Clerk	35,622	38,291	40,958	43,618	46,285	48,950

# APPENDIX B

AFSCME New Jersey, LOCAL 2420

## 6 Step Salary Guide

(For employees hired on or before December 31, 2014)

2.00% Increase  
EFFECTIVE JANUARY 1, 2019

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### PART TIME POSITIONS

Child Day Care Program Coordinator	25,793	26,455	27,133	27,829	28,543	29,275
Teacher Early Childhood Education	22,717	23,381	24,004	24,624	25,280	25,861
Payroll Clerk	15,017	16,687	18,356	19,468	21,135	22,248
Plumbing Sub Code Official	9,110	9,655	10,196	10,739	11,285	11,825
Building Sub Code Official	5,893	6,275	6,678	7,080	7,488	7,895
Data Entry Machine Operator	19.54	20.09	20.61	21.18	21.71	22.25
Recreation Aide	17.48	18.26	19.04	19.82	20.61	21.40
Teacher Aide	10,541	10,851	11,138	11,427	11,753	12,004
Clerk 1	12.78	15.64	18.42			21.29
Keyboarding Clerk I						
Fire Inspector/Fire Alarm Specialist	21.29					21.29
Fire Signal System Technician I	20.37					20.37



# APPENDIX B

AFSCME New Jersey, LOCAL 2420

## 6 Step Salary Guide

(For employees hired on or before December 31, 2014)

	2.00% Increase EFFECTIVE JANUARY 1, 2020					
<b><u>FULL TIME POSITIONS</u></b>						
Assistant Construction Official	67,088	71,656	76,222	80,790	85,355	89,926
Fire Prevention Specialist	48,496	53,145	57,791	62,440	67,089	71,736
Building Inspector/Field Rep						
Property Imp Zoning Officer						
Administrative Secretary	44,256	49,505	54,760	60,012	65,235	70,520
Secretarial Assistant						
Code Enforcement Officer						
Principal Account Clerk	43,167	47,295	51,428	55,557	59,631	63,820
Code Enforcement Officer Trainee						
Clerk 3	41,118	45,059	49,004	52,946	56,895	60,839
Sr. Purchasing Assistant						
Deputy Municipal Court Administrator						
Recreation Supervisor						
Technical Asst. to the Construction Official						
Clerk 2	39,616	43,427	47,237	51,048	54,865	58,681
Purchasing Assistant						
Public Safety Telecommunicator						
Keyboarding Clerk 2						
Senior Cashier						
Account Clerk						
Cashier	38,437	42,135	45,812	49,502	53,191	56,875
Parking Enforcement Officer	37,482	40,643	43,811	46,977	50,026	53,309
Electrical Sub Code Official	36,248	37,463	38,681	39,892	41,116	41,797
Clerk 1	36,334	39,057	41,777	44,490	47,211	49,929
Keyboarding Clerk 1						
Violations Clerk						

# APPENDIX B

AFSCME New Jersey, LOCAL 2420

## 6 Step Salary Guide

(For employees hired on or before December 31, 2014)

2.00% Increase  
EFFECTIVE JANUARY 1, 2020

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### PART TIME POSITIONS

Child Day Care Program Coordinator	26,309	26,984	27,676	28,386	29,114	29,861
Teacher Early Childhood Education	23,171	23,849	24,484	25,116	25,786	26,378
Payroll Clerk	15,317	17,021	18,723	19,857	21,558	22,693
Plumbing Sub Code Official	9,292	9,848	10,400	10,954	11,511	12,062
Building Sub Code Official	6,011	6,401	6,812	7,222	7,638	8,053
Data Entry Machine Operator	19.93	20.49	21.02	21.60	22.14	22.70
Recreation Aide	17.83	18.63	19.42	20.22	21.02	21.83
Teacher Aide	10,752	11,068	11,361	11,656	11,988	12,244
Clerk 1	13.04	15.95	18.79			21.72
Keyboarding Clerk 1						
Fire Inspector/Fire Alarm Specialist	21.72					21.72
Fire Signal System Technician 1	20.78					20.78

# APPENDIX B

AFSCME New Jersey, LOCAL 2420  
**8 Step Salary Guide**  
 (For employees hired on or after January 1, 2015)

1.75% Increase  
 EFFECTIVE JANUARY 1, 2017

**FULL TIME POSITIONS**

Assistant Construction Official	63,374	66,455	69,536	72,618	75,701	78,782	81,864	84,947
Fire Prevention Specialist Building Inspector/Field Rep/ Property Imp Zoning Officer	45,811	48,947	52,083	55,220	58,356	61,493	64,629	67,764
Administrative Secretary Secretarial Assistant Code Enforcement Officer	41,805	45,349	48,893	52,438	55,983	59,528	63,073	66,615
Principal Account Clerk Code Enforcement Officer Trainee	40,777	43,564	46,351	49,138	51,926	54,712	57,499	60,287
Clerk 3 Sr. Purchasing Assitant Deputy Municipal Court Administrator Recreation Supervisor Technical Asst. to the Construction Official	38,842	41,504	44,166	46,827	49,488	52,148	54,811	57,470
Clerk 2 Purchasing Assistant Public Safety Telecommunicator Keyboarding Clerk 2 Senior Cashier Account Clerk	37,422	39,994	42,568	45,141	47,716	50,288	52,862	55,432
Cashier	36,309	38,797	41,285	43,773	46,260	48,748	51,236	53,727
Parking Enforcement Officer	35,406	37,544	39,679	41,816	43,952	46,088	48,223	50,358
Electrical Sub Code Official	34,241	34,989	35,740	36,489	37,237	37,986	38,735	39,483
Clerk 1 Keyboarding Clerk 1 Violations Clerk	34,323	36,158	37,991	39,826	41,660	43,494	45,328	47,165

# APPENDIX B

AFSCME New Jersey, LOCAL 2420

## 8 Step Salary Guide

(For employees hired on or after January 1, 2015)

1.75% Increase

EFFECTIVE JANUARY 1, 2017

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### **PART TIME POSITIONS**

Child Day Care Program Coordinator	24,852	25,300	25,755	26,219	26,691	27,171	27,660	28,207
Teacher Early Childhood Education	21,889	22,322	22,756	23,189	23,621	24,056	24,488	24,918
Payroll Clerk	14,470	15,465	16,460	17,455	18,450	19,445	20,441	21,437
Plumbing Sub Code Official	8,777	9,151	9,526	9,899	10,275	10,648	11,022	11,394
Building Sub Code Official	5,678	5,953	6,228	6,504	6,781	7,054	7,331	7,607
Data Entry Machine Operator	18.83	19.20	19.59	19.96	20.33	20.71	21.08	21.43
Recreation Aide	16.85	17.38	17.92	18.46	19.00	19.53	20.07	20.62
Teacher Aide	10,156	10,356	10,557	10,760	10,961	11,162	11,364	11,567
Clerk 1	12.31	13.48	14.65	15.82	16.99	18.16	19.33	20.51
Keyboarding Clerk 1								
Fire Inspector/Fire Alarm Specialist	20.51							20.51
Fire Signal System Technician 1	19.63							19.63

# APPENDIX B

AFSCME New Jersey, LOCAL 2420

## 8 Step Salary Guide

(For employees hired on or after January 1, 2015)

1.75% Increase  
EFFECTIVE JANUARY 1, 2018

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### FULL TIME POSITIONS

Assistant Construction Official	64,483	67,618	70,753	73,889	77,026	80,161	83,297	86,434
Fire Prevention Specialist Building Inspector/Field Rep/ Property Imp Zoning Officer	46,613	49,804	52,994	56,186	59,377	62,569	65,760	68,950
Administrative Secretary Secretarial Assistant Code Enforcement Officer	42,537	46,143	49,749	53,356	56,963	60,570	64,177	67,781
Principal Account Clerk Code Enforcement Officer Trainee	41,491	44,326	47,162	49,998	52,835	55,669	58,505	61,342
Clerk 3 Sr. Purchasing Assitant Deputy Municipal Court Administrator Recreation Supervisor Technical Asst. to the Construction Official	39,522	42,230	44,939	47,646	50,354	53,061	55,770	58,476
Clerk 2 Purchasing Assistant Public Safety Telecommunicator Keyboarding Clerk 2 Senior Cashier Account Clerk	38,077	40,694	43,313	45,931	48,551	51,168	53,787	56,402
Cashier	36,944	39,476	42,007	44,539	47,070	49,601	52,133	54,667
Parking Enforcement Officer	36,026	38,201	40,373	42,548	44,721	46,895	49,067	51,239
Electrical Sub Code Official	34,840	35,601	36,365	37,128	37,889	38,651	39,413	40,174
Clerk 1 Keyboarding Clerk 1 Violations Clerk	34,924	36,791	38,656	40,523	42,389	44,255	46,121	47,990

# APPENDIX B

AFSCME New Jersey, LOCAL 2420

## 8 Step Salary Guide

(For employees hired on or after January 1, 2015)

1.75% Increase

EFFECTIVE JANUARY 1, 2018

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### PART TIME POSITIONS

Child Day Care Program Coordinator	25,287	25,743	26,206	26,678	27,158	27,646	28,144	28,701
Teacher Early Childhood Education	22,272	22,713	23,154	23,595	24,034	24,477	24,917	25,354
Payroll Clerk	14,723	15,736	16,748	17,760	18,773	19,785	20,799	21,812
Plumbing Sub Code Official	8,931	9,311	9,693	10,072	10,455	10,834	11,215	11,593
Building Sub Code Official	5,777	6,057	6,337	6,618	6,900	7,177	7,459	7,740
Data Entry Machine Operator	19.16	19.54	19.93	20.31	20.69	21.07	21.45	21.81
Recreation Aide	17.14	17.68	18.23	18.78	19.33	19.87	20.42	20.98
Teacher Aide	10,334	10,537	10,742	10,948	11,153	11,357	11,563	11,769
Clerk 1	12.53	13.72	14.91	16.10	17.29	18.48	19.67	20.87
Keyboarding Clerk 1								
Fire Inspector/Fire Alarm Specialist	20.87							20.87
Fire Signal System Technician 1	19.97							19.97

# APPENDIX B

AFSCME New Jersey, LOCAL 2420

## 8 Step Salary Guide

(For employees hired on or after January 1, 2015)

	2.00% Increase EFFECTIVE JANUARY 1, 2019							
<b><u>FULL TIME POSITIONS</u></b>								
Assistant Construction Official	65,773	68,970	72,168	75,367	78,567	81,764	84,963	88,163
Fire Prevention Specialist	47,545	50,800	54,054	57,310	60,565	63,820	67,075	70,329
Building Inspector/Field Rep/ Property Imp Zoning Officer								
Administrative Secretary	43,388	47,066	50,744	54,423	58,102	61,781	65,461	69,137
Secretarial Assistant								
Code Enforcement Officer								
Principal Account Clerk	42,321	45,213	48,105	50,998	53,892	56,782	59,675	62,569
Code Enforcement Officer Trainee								
Clerk 3	40,312	43,075	45,838	48,599	51,361	54,122	56,885	59,646
Sr. Purchasing Assitant								
Deputy Municipal Court Administrator								
Recreation Supervisor								
Technical Asst. to the Construction Official								
Clerk 2	38,839	41,508	44,179	46,850	49,522	52,191	54,863	57,530
Purchasing Assistant								
Public Safety Telecommunicator								
Keyboarding Clerk 2								
Senior Cashier								
Account Clerk								
Cashier	37,683	40,266	42,847	45,430	48,011	50,593	53,176	55,760
Parking Enforcement Officer	36,747	38,965	41,180	43,399	45,615	47,833	50,048	52,264
Electrical Sub Code Official	35,537	36,313	37,092	37,871	38,647	39,424	40,201	40,977
Clerk 1	35,622	37,527	39,429	41,333	43,237	45,140	47,043	48,950
Keyboarding Clerk 1								
Violations Clerk								

# APPENDIX B

AFSCME New Jersey, LOCAL 2420

## 8 Step Salary Guide

(For employees hired on or after January 1, 2015)

2.00% Increase  
EFFECTIVE JANUARY 1, 2019

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### PART TIME POSITIONS

Child Day Care Program Coordinator	25,793	26,258	26,730	27,212	27,701	28,199	28,707	29,275
Teacher Early Childhood Education	22,717	23,167	23,617	24,067	24,515	24,967	25,415	25,861
Payroll Clerk	15,017	16,051	17,083	18,115	19,148	20,181	21,215	22,248
Plumbing Sub Code Official	9,110	9,497	9,887	10,273	10,664	11,051	11,439	11,825
Building Sub Code Official	5,893	6,178	6,464	6,750	7,038	7,321	7,608	7,895
Data Entry Machine Operator	19.54	19.93	20.33	20.72	21.10	21.49	21.88	22.25
Recreation Aide	17.48	18.03	18.59	19.16	19.72	20.27	20.83	21.40
Teacher Aide	10,541	10,748	10,957	11,167	11,376	11,584	11,794	12,004
Clerk 1	12.78	13.99	15.21	16.42	17.64	18.85	20.06	21.29
Keyboarding Clerk 1								
Fire Inspector/Fire Alarm Specialist	21.29							21.29
Fire Signal System Technician 1	20.37							20.37



# APPENDIX B

AFSCME New Jersey, LOCAL 2420

## 8 Step Salary Guide

(For employees hired on or after January 1, 2015)

2.00% Increase  
EFFECTIVE JANUARY 1, 2020

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### **FULL TIME POSITIONS**

Assistant Construction Official	67,088	70,349	73,611	76,874	80,138	83,399	86,662	89,926
Fire Prevention Specialist Building Inspector/Field Rep/ Property Imp Zoning Officer	48,496	51,816	55,135	58,456	61,776	65,096	68,417	71,736
Administrative Secretary Secretarial Assistant Code Enforcement Officer	44,256	48,007	51,759	55,511	59,264	63,017	66,770	70,520
Principal Account Clerk Code Enforcement Officer Trainee	43,167	46,117	49,067	52,018	54,970	57,918	60,869	63,820
Clerk 3 Sr. Purchasing Assitant Deputy Municipal Court Administrator Recreation Supervisor Technical Asst. to the Construction Official	41,118	43,937	46,755	49,571	52,388	55,204	58,023	60,839
Clerk 2 Purchasing Assistant Public Safety Telecommunicator Keyboarding Clerk 2 Senior Cashier Account Clerk	39,616	42,338	45,063	47,787	50,512	53,235	55,960	58,681
Cashier	38,437	41,071	43,704	46,339	48,971	51,605	54,240	56,875
Parking Enforcement Officer	37,482	39,744	42,004	44,267	46,527	48,790	51,049	53,309
Electrical Sub Code Official	36,248	37,039	37,834	38,628	39,420	40,212	41,005	41,797
Clerk 1 Keyboarding Clerk 1 Violations Clerk	36,334	38,278	40,218	42,160	44,102	46,043	47,984	49,929

# APPENDIX B

AFSCME New Jersey, LOCAL 2420

## 8 Step Salary Guide

(For employees hired on or after January 1, 2015)

2.00% Increase  
EFFECTIVE JANUARY 1, 2020

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### PART TIME POSITIONS

Child Day Care Program Coordinator	26,309	26,783	27,265	27,756	28,255	28,763	29,281	29,861
Teacher Early Childhood Education	23,171	23,630	24,089	24,548	25,005	25,466	25,923	26,378
Payroll Clerk	15,317	16,372	17,425	18,477	19,531	20,585	21,639	22,693
Plumbing Sub Code Official	9,292	9,687	10,085	10,478	10,877	11,272	11,668	12,062
Building Sub Code Official	6,011	6,302	6,593	6,885	7,179	7,467	7,760	8,053
Data Entry Machine Operator	19.93	20.33	20.74	21.13	21.52	21.92	22.32	22.70
Recreation Aide	17.83	18.39	18.96	19.54	20.11	20.68	21.25	21.83
Teacher Aide	10,752	10,963	11,176	11,390	11,604	11,816	12,030	12,244
Clerk 1	13.04	14.27	15.51	16.75	17.99	19.23	20.46	21.72
Keyboarding Clerk 1								
Fire Inspector/Fire Alarm Specialist	21.72							21.72
Fire Signal System Technician 1	20.78							20.78

APPENDIX "C"

Details on the Borough's dental plan for full-time employees and their eligible dependents are as follows:

1. BASIC BENEFITS

Covers: Preventative  
Diagnostic  
Oral Surgery  
General Anesthesia  
Restorative  
Endodontic  
Periodontics

Details: No Deductible  
Employee Pays 30%  
Maximum Payment  
\$1,000.00/annually

2. PROSTHODONTIC BENEFITS

Covers: Bridges  
Dentures

Details: No Deductible  
Employee Pays 50%  
Payment part of \$1,000.00 maximum

3. ORTHODONTIC BENEFITS:

Covers: Procedures  
Appliances

Details: No Deductible  
Employee Pays 50%  
Coverage Ends at 19  
Students Covered until age 23  
\$500.00 maximum per case

**APPENDIX "D"**

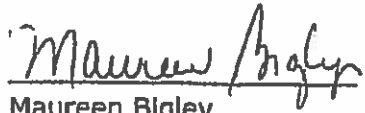
**Educational Incentive MOA**

## MEMORANDUM OF AGREEMENT

Borough of Rutherford and AFSCME Council 52 local 2420

1. This Memorandum of Agreement shall be in accordance with the existing Collective Bargaining Agreement (CBA) for members of the AFSCME Council local 2420 (hereinafter referred to as "the White Collar Union") and the Borough of Rutherford (hereinafter referred to as "the Borough"). The terms specified in the existing CBA shall be maintained and enforced, unless specifically modified in this Memorandum of Agreement.
2. This agreement is entered into on this first day of May 2015 between the Borough of Rutherford, and the White Collar Union.
3. On or about January of 2015, Maureen Bigley, representative of the Borough's white collar Union contacted the Borough Administrator to lodge a grievance pertaining to the Borough's policy in issuing education incentives under their current contract.
4. According to the White Collar contract, Union members are entitled to an education incentive for obtaining a college degree related to their employment.
5. The Union contends that the Borough has issued education incentives to member who hold college degree's that are not related to their employment, yet has denied payment to other employee's holding college degrees.
6. After considering the grievance, the Borough hereby agrees to issue an education incentive to all white collar employees currently holding a college degree who are employed by the Borough on or before May 1, 2015.
7. The Union hereby acknowledges that the issuance of an education incentive to any employee who's college degree is not related to their employment will not be considered to be a past practice.
8. The Union hereby agrees that all future education incentives issued to any employee who receives a degree after May 1, 2015 will be restricted to degrees related to the union member's employment.

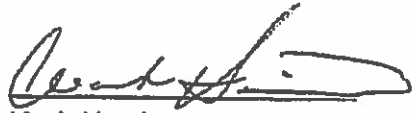
9. This agreement is not retroactive. Any additional education incentives issued as a result of this agreement will become effective beginning June 1, 2015.



Maureen Bigley  
AFSCME Council 52 local 2420



Mayor Joseph DeSalvo Jr.  
Acting Borough Administrator



Mark Harrison  
AFSCME Council 52 local 2420



Margaret Scanlon  
Borough Clerk

Date: 5/20/15

Date: 5/20/2015