

**AGREEMENT**  
**BETWEEN**  
**THE BOROUGH OF RUTHERFORD**  
**AND**  
**THE RUTHERFORD DEPARTMENT HEADS UNIT**  
**EFFECTIVE JANUARY 1, 2018 through DECEMBER 31, 2024**

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## TABLE OF CONTENTS

Preamble . . . . .	4
Purpose . . . . .	4
Article I - Recognition . . . . .	4
Article II - Dues Check-Off . . . . .	5
Article III - Unit Representatives . . . . .	5
Article IV - Conducting Unit Business . . . . .	6
Article V - Bulletin Board . . . . .	7
Article V (A) –Car/Clothing Allowance. . . . .	7
Article VI - Collective Negotiating Procedure . . . . .	9
Article VII - Discrimination and Coercion . . . . .	9
Article VIII - Management Rights. . . . .	10
Article IX - Grievance Procedure. . . . .	11
Article X - Discharge and Discipline. . . . .	13
Article XI - Wages. . . . .	13
Article XII - Longevity . . . . .	14
Article XIII - Holidays . . . . .	15
Article XIV - Vacations . . . . .	16
Article XV - Hours of Work/Stipends . . . . .	19
Article XVI - Comp Plan . . . . .	21
Article XVII - Medical Coverage . . . . .	21

## TABLE OF CONTENTS

Article XVIII - Sick Leave. . . . .	23
Article XIX - Terminal Payment. . . . .	25
Article XX - Personal Days. . . . .	25
Article XXI - Leave of Absence. . . . .	26
Article XXII - Funeral Leave. . . . .	26
Article XXIII - Jury Leave. . . . .	27
Article XXIV - Military Leave . . . . .	27
Article XXV - Maternity Leave . . . . .	29
Article XXVI - Injured on Duty. . . . .	29
Article XXVII - Educational Incentive . . . . .	32
Article XXVIII - Fully Bargained Provisions . . . . .	32
Article XXIX - Savings Clause . . . . .	33
Article XXX - Termination and Extension of Agreement . . . . .	34
Appendix "A" - Titles	
Appendix "B" - Salaries	
Appendix "C" Medical Plan	
Appendix "D" – Prescription Plan	
Appendix "E" Dental Plan	

## **PREAMBLE**

**THIS AGREEMENT** made as of the \_\_\_\_ day of June 2021, by and between the Borough of Rutherford a municipality in the County of Bergen and State of New Jersey, hereinafter referred to as the "Borough" and the RUTHERFORD DEPARTMENT HEADS UNIT, and hereinafter referred to as the "Unit", represents the complete and final understanding on all bargainable issues between the Borough and the Unit.

## **PURPOSE**

WHEREAS, the Borough and the Unit 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,

NOW THEREFORE, it is agreed as follows:

## **ARTICLE I**

### **RECOGNITION**

A. The Borough recognizes the Unit as the exclusive collective bargaining agent for the purpose of collective negotiation with respect to the negotiable terms and conditions of employment for the below enumerated Department Heads, Borough of Rutherford, Bergen County, New Jersey. Attached hereto as Appendix A is a list of all titles covered by this Agreement. Recognition of the Unit is in accord with the Stipulation of Settlement entered into between the Borough and the Unit dated October 21, 1985.

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 Unit because of membership or activity in the Unit. The Unit or any of its agents shall not intimidate or coerce employees into membership. Neither the Borough nor the Unit shall discriminate against any employee because of race, creed, color, age, sex or national origin.

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

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

F. The Borough will notify the Unit within three (3) days of hire of all employees, job classification, rate of pay, and of all removals of employees from the Borough's payroll.

## **ARTICLE II**

### **DUES CHECK-OFF**

Payroll deductions for dues may be made upon the submission by the Unit of notification by the employee authorizing the deduction of dues from pay. The Borough Chief Financial Officer shall forward dues to the Unit representative (which said representative shall be confirmed by written authorization of the Unit) once during each 3-month period. Employees shall have the right to withdraw authority for deduction of dues in accordance with New Jersey State Statutes.

## **ARTICLE III**

### **UNIT REPRESENTATIVES**

A. The Borough recognizes the right of the Unit to designate two (2) representatives for the enforcement of this Agreement. The Unit 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:

1. The investigation and presentation of 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 work hours to investigate and seek to settle grievances or to attend meetings and conferences on said grievances with Borough officials, provided prior arrangements are made with the Borough Administrator or his or her designated representative and provided further that Borough operations are not interrupted.

#### **ARTICLE IV**

##### **CONDUCTING UNIT BUSINESS**

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

B. No Union meetings shall be held on Borough time or use Borough facilities unless specifically authorized by the Borough in writing. The Borough agrees to provide a meeting facility after working hours at least once a month (if requested) provided arrangements are made in advance in writing and rooms are available.

C. Only two (2) authorized representatives 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 excused are made with the Borough Administrator or designated representative.

E. The Borough reserves the right to deny the Unit representative permission to conduct Unit business on Borough time as outlined in this Article if said activity interferes with the Borough's operations.

## **ARTICLE V**

### **BULLETIN BOARD**

A. The Borough will permit one enclosed bulletin board for the use of the Union to be placed in the employee lounge in the Borough Hall.

B. The bulletin board shall be for the use of the Unit for the posting of notices and bulletins pertaining to Unit business and activities or matters dealing with the welfare of employees.

C. No matter may be posted without receiving permission of the officially designated Unit representative. All items posted shall be on Unit letterhead.

D. In the event that material posted on the Unit bulletin board shall be deemed detrimental to the interests and operation of the Borough, then and in that event the Borough Administrator may remove such material.

E. No material of a derogatory, inflammatory, insulting or demeaning nature against the Borough, any employee and/or official of the Borough or any resident/citizen/landlord/tenant/business owners of the Borough shall be permitted to be posted.

## **ARTICLE V (A)**

### **CAR/CLOTHING ALLOWANCES**

A. The following Department Heads shall be entitled to use of Borough vehicles during work periods with all attendant costs assumed by the Borough:

- (i) Construction Official
- (ii) D.P.W. Superintendent
- (iii) Fire Marshal

B. The following Department Heads shall be entitled to use of Borough vehicles for the purpose of commuting to and from work if the employee resides in the Borough of Rutherford, and use for work related activities during non-business hours:

- (i) Construction Official
- (ii) Fire Marshal
- (iii) D.P.W Superintendent

C. The following Department Heads shall be entitled to a monthly car allowance in

the amount of \$200.00:

- (i) Recreation Director
- (ii) Borough Clerk

The monthly car allowance referenced in paragraph C of this Article shall be paid to the applicable Unit members retroactive to the first day of the contract term. Any retroactive monies due unit members by virtue of this Article shall be paid as soon after execution and governing body approval as practicable.

D. Department Heads required to use their personal vehicles for work related activities shall be reimbursed at the current Internal Revenue Service approved rate of reimbursement.

E. The Borough agrees to provide a safe working environment wherein all known occupational hazards, including toxic material, are removed or remedied to the greatest extent practicable.

F. The Fire Marshal, the DPW Superintendent, and the Construction Official shall receive a clothing allowance of \$725 per year. ~~from the signing of this agreement plus a \$25.00 per year increase for each of the subsequent contract years.~~

G. Clothing allowance will be reimbursed to each employee with proof of payment submitted to the purchasing department. Employees may also submit a purchase order. In order to qualify for the clothing allowance the Fire Marshal, the DPW Superintendent, and the Construction Official are subject to the following dress code:

- Pants - restricted to blue or beige khaki or cargo pants. Jeans are prohibited.
- Shirts – must have Borough and/or Department insignia. Short sleeve shirts must also have a collar.
- Shoes – must comply with all State/Federal requirement(s) that pertain to said position. Sneakers are prohibited.
- The Fire Marshall is exempt from the aforementioned dress code when wearing his uniform.



## ARTICLE VI

### COLLECTIVE NEGOTIATING PROCEDURE

A. Collective negotiations with respect to rates of pay, hours of work or conditions of employment shall be conducted by the duly authorized negotiating agents of each of the parties. Ordinarily not more than two (2) representatives of each party shall participate in collective negotiating meetings. Additional persons may be permitted upon mutual agreement of the parties.

B. Collective negotiating meetings shall be held at time and places mutually convenient at the request of either the Borough or the Unit in accordance with time frames stipulated by law or sooner if the parties agree.

C. In the event any negotiating meetings are scheduled during any part of the working day, employees of the Borough may be designated by the Unit to participate in such negotiating meetings. Up to a maximum of two (2) will be excused from their Borough work assignments by the Borough provided their absence will not interfere with the Borough's operations. The decision to excuse employees from their work assignments to participate in negotiations shall be in the sole discretion of the Borough Administrator or his or her designee.

D. The duly authorized negotiating agents of either the Borough or the Unit are not required to be an employee of the Borough.

## ARTICLE VII

### DISCRIMINATION AND COERCION

A. There shall be no discrimination, interference or coercion by the Borough or any of its agents against the employees represented by the Unit.

B. The Unit, or any of its agents, shall not intimidate or coerce employees into membership.

C. Neither the Borough nor the Unit shall discriminate against any employee because of race, creed, color, age, sex or national origin.

## **ARTICLE VIII**

### **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. In 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 the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities as prescribed by law.

## **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 an appeal by

the Unit, and only by the Unit, on behalf of an individual employee or group of employees from the interpretation, application or violation of the terms and conditions of this collective bargaining agreement.

B. The procedure for settlement of grievances shall be as follows:

1. Step One

In the event that the Unit has a grievance, within four (4) working days of the occurrence of the event being grieved the Unit shall discuss it informally with the Borough Administrator. It is exclusively the province of the Unit and not that of an individual employee or a group of employees to grieve an event. The Borough Administrator shall decide the grievance within four (4) working days after the grievance is first presented to him and shall present said decision to the Unit in written form.

2. Step Two

If no satisfactory resolution of the grievance is reached at Step One, then within four (4) working days of the date the Borough Administrator decides the grievance, the grievance shall be presented in writing to the Mayor and Council. It is exclusively the province of the Unit and not that of an individual employee or a group of employees to grieve an event. The Governing Body shall render a decision within fifteen (15) working days after the grievance was first presented to it and shall present said decision to the Unit in written form.

3. Step Three

(a) If no satisfactory resolution of the grievance is reached at Step Two, then within five (5) working days of the date the governing body decides the grievance, the grievance shall be referred to PERC (Public Employees Relations Commission) for the selection of an Arbitrator. It is exclusively the province of the Unit and not that of an individual employee or a group of employees to refer a grievance event to PERC. The decision of the Arbitrator shall be final and binding upon the 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) days after the decision rendered by the Mayor and Council on the grievance. Further, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the New Jersey Civil Service Commission 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 Civil Service Commission review and decision.

(d) If a decision is not rendered within the time limits prescribed for such a decision at any step in the grievance procedure, then it shall be deemed to have been denied.

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

(f) Working days shall be defined throughout this Article as Monday through Friday irrespective of whether or not the employee works those days.

(g) Attendance at a grievance or arbitration hearing or matter by anyone other than the grievant and his or her Unit representative shall be permitted only by subpoena, and only if the individual subpoenaed is testifying. No overtime shall be paid for attendance at a grievance or arbitration.

## **ARTICLE X**

### **DISCHARGE AND DISCIPLINE**

A. No employee shall be disciplined arbitrarily or without reason. The Borough shall notify the Unit at the time if disciplinary action is taken.

B. A grievance by an employee claiming that he has been unjustly discharged or suspended must be submitted in accordance with the grievance procedure outlined in Article IX unless the subject grievance is subject to the jurisdiction of the New Jersey Department of Personnel in which case the procedures therein shall apply.

C. Any employee whose appeal has been sustained shall be returned to his former position and compensated at his regular rate for any time lost during the period of such dismissal.

D. The provision shall be construed and interpreted to be consistent with the Civil Service laws, rules and regulations.

## **ARTICLE XI**

### **WAGES**

A. The rates of pay for each job classification in the Department Heads Unit are set forth in Appendix B attached hereto including new salary guide for members “hired or appointed on or after January 1, 2021 and made a part hereof.

Effective January 1, 2018 - 2.50% increase on their base salary.

Effective January 1, 2019 - 2.25% increase on their base salary.

Effective January 1, 2020 - 2.50% increase on their base salary.

Effective January 1, 2021 - 2.25% increase on their base salary.

NOTE: Article XV (E) Stipend rolled-into base and one-time adjustment to DPW Superintendent base salary of \$2,500

Effective January 1, 2022 - 2.25% increase on their base salary.

Effective January 1, 2023 - 2.25% increase on their base salary.

Effective January 1, 2024 - 2.00% increase on their base salary.

B. The base annual salary guide shall be retroactive to the first day of the contract term. Any retroactive monies due employees by virtue of this clause shall be paid as soon after execution of this Agreement as practicable.

C. Entitlement to salary increments shall accrue as of January 1 of each year and be paid retroactively to that date after adoption of the Municipal Budget and Salary Ordinance for that year. However, new employees hired after June 30th of any year shall not be entitled to any increment until the second January 1st of their ~~second year~~ employment after their hire date.

D. Date of hire will be defined for purposes of this contract to mean first day hired by the Borough and eligible for pension credit with PERS within this bargaining unit or any other classified or unclassified civil service position within the Borough.

## **ARTICLE XII**

### **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:

#### Employees Hired on or prior to December 31, 1990

<u>YEARS OF SERVICE</u>	<u>INCREMENT OF BASE PAY</u>
Upon completion of 5 years service	1%
Upon completion of 10 years service	3%
Upon completion of 15 years service	5%
Upon completion of 20 years service	7%
Upon completion of 24 years service	9%

#### Employees Hired after January 1, 1991 but on or prior to December 31, 1997

<u>YEARS OF SERVICE</u>	<u>INCREMENT OF BASE PAY</u>
Upon completion of 5 years service	\$ 400

Upon completion of 10 years service	\$1,200
Upon completion of 15 years service	\$2,000
Upon completion of 20 years service	\$2,800
Upon completion of 24 years service	\$3,600

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

C. Longevity pay will be eliminated for any employees hired after January 1, 1998. However, any person currently employed by the Borough who becomes a member of the unit, by promotion or otherwise, shall receive longevity based on their original date of hire.

### **ARTICLE XIII**

#### **HOLIDAYS**

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

New Year's Day

Martin Luther King Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

1/2 day on Christmas Eve\*

Christmas Day

1/2 day on New Year's Eve\*

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 a Sunday, it shall be celebrated on Monday immediately following it. In the event that Christmas Eve or New Years Eve fall on a Sunday, the ½ day will be taken on the preceding Friday.

C. Holidays falling within a period of approved paid absence will entitle the employee to be paid for such holidays. Periods of approved paid absence are sick leave, injury leave, terminal leave, jury duty leave, vacation leave and funeral leave.

D. Employees are required to work the last day prior to the holiday and the first workday following the holiday in order to be paid for the holiday unless their absence is excused or waived by the Borough Administrator in accordance with established Borough policy. The Borough Administrator shall not unreasonably withhold his consent in this regard.

E. Holidays falling during an unpaid leave of absence will not be credited.

\*In the event that this holiday falls on a weekend, then and in that event, the employees shall be entitled to receive the day before the actual holiday.

## ARTICLE XIV

### VACATIONS

A. Subject to 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:

#### EXISTING EMPLOYEES

**(“Existing Employees” is defined as an Employee hired before 1/1/19 ~~currently holding a position as Department Head at the time of the signing of this contract~~)**

<b>1<sup>st</sup> Year</b>	1 Working day per month
<b>Years 2 – 4</b>	16 Working days
<b>Years 5-9</b>	19 Working days
<b>Years 10-14</b>	21 Working days



<b>Years 15-19</b>	24 Working days
<b>Years 20-24</b>	27 Working days
<b>Years 25 +</b>	30 Working days

**INTERNAL PROMOTIONS**

**(“Internal Promotion” is defined as an employee promoted from within the Borough after the execution date of this contract)**

<b>1<sup>st</sup> Year</b>	1 Working day per month
<b>Years 2 – 5</b>	15 Working days
<b>Years 6-10</b>	19 Working days
<b>Years 11-20</b>	22 Working days
<b>Years 21 +</b>	25 Working days

**Note: Vacation days can never be less than days received in previous position**

**NEW HIRES**

**(“New hire” is defined as an Department Head Employee hired on or after 1/1/19 from outside of the Borough who is not currently working as a Borough employee at the time they are hired)**

<b>1<sup>st</sup> Year</b>	1 Working day per month
<b>Years 2-10</b>	15 Working days
<b>Years 11-19</b>	18 Working days
<b>Years 20 +</b>	20 Working days

B. New employees in their first year of service will be permitted to take their vacation leave as earned.

C. Beginning January 1 of each successive year of employment, employees shall be permitted to use in advance of earning the full amount of vacation leave for that year. Any vacation time "borrowed" under this policy must be earned back by the last pay period of that calendar year. If this is not done and a negative vacation balance results, it will be deducted from the employee's pay. In the event of termination of employment prior to repayment of advanced vacation leave, the necessary salary adjustments will be made on the employee's final paycheck.

D. Earned vacation leave for one (1) calendar year may be carried to the following year. The request shall be presented by each Unit member to the Borough Administrator in writing, be carried over and used during the following calendar year and only during the following calendar year. In the event that vacation time is not utilized one year after the year

within which it is earned, the said vacation time not utilized shall lapse. Any requests in writing to carry over vacation days in accordance with this Article shall be submitted to the Borough Administrator on or before November 30 of each year of the term of this contract. Such requests shall not be unreasonably denied by the Borough Administrator, however in all instances, the necessities of the effective operations of the applicable Department and of the Borough shall be weighed in the Borough Administrator's decision making.

E. If an employee resigns with proper notice or plans to retire, the employee shall be entitled to earned and unused vacation leave as of the effective date of termination.

F. If an employee shall die while employed, a sum of money equal to earned and unused vacation leave shall be paid to his estate.

G. The salary paid to an employee while on vacation leave will be the same amount the employee would have earned while working regular straight time hours during vacation.

H. Employees on approved, paid vacation leave will continue to accrue vacation leave according to length of service and regular work schedule.

I. If a holiday observed by the Borough occurs during the period of the employee's vacation leave, it is not charged against the balance of the employee's vacation leave and an equivalent day off shall be granted.

J. Employees shall receive their salary covering the period of vacation prior to commencing vacation to the extent that they have earned and accrued such vacation time and providing that at least a one-week vacation is to be taken, and the employee has notified the Borough Administrator in writing at least fifteen (15) days prior to the commencement of the vacation.

K. If an employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.

L. Any vacation leave, which exceeds two (2) days in time, shall be submitted to the Borough Administrator for review and approval. The approval of the Borough Administrator

in this regard shall not be unreasonably withheld.

M. Effective in 2021, employees may request by November 30<sup>th</sup> each year to exchange up to 20 unused vacation days (even # increments) for payment in December at 50% of normal rate of pay.

## **ARTICLE XV**

### **HOURS OF WORK**

A. The standard weekly work schedule for all full time employees shall consist of thirty-five (35) hours from Monday through Friday. The basic workday shall consist of seven (7) hours per day, exclusive of a one-hour lunch period.

B. It is recognized by the parties that the regular office hours of the Borough Departments begin at 8:30 a.m. and end at 4:30 p.m., with the exception of Superintendent of Public Works who shall maintain hours in accordance with the DPW contract which is currently set at 7 a.m. to 3 p.m. Department heads shall make reasonable efforts to ensure that offices are properly staffed during regular office hours. In the event of office closure, notification shall be given to the Borough Administrator..

C. It is agreed and understood that special circumstances may, on occasion, dictate deviations from the hours and times of work set forth herein. In such cases the affected Unit employee shall make request in writing of the Borough Administrator of the special circumstances so that the Administrator may modify the regular schedule on a case-by-case basis.

D. It is agreed and understood that based upon their specific job responsibilities, Department Heads will be expected to be present and attend events, functions and/or emergencies including both scheduled events and unanticipated circumstances or emergencies, outside of the standard work schedule. This time shall be in addition to the standard weekly work schedule as defined herein.

E. In full consideration of their presence at all events, functions, and/or emergencies referenced and detailed in the preceding paragraph, members of the Unit shall

receive, in addition to and exclusive of, wages as referenced herein in Article XI and in addition to and exclusive of longevity as applicable as referenced herein in Article XII the following stipend ~~or compensatory time~~. Effective on 1/1/21 the applicable stipend shall be rolled into base salary of each member of the bargaining unit recognizing these additional services and will no longer serve as separate compensation. This stipend chart will be deleted from this article in its entirety:

**Employee Stipends (Deleted as of January 1, 2021)**

<b>Tier A</b>	<b>Current Employee</b>	<b>Prom. Emp.</b>	<b>O/S New Hire?</b>
Fire Marshall	\$4,500	\$3,000	\$2,000
DPW Supt.	\$4,500	\$3,000	\$2,000
Const. Off.	\$4,500	\$3,000	\$2,000

<b>Tier B</b>	<b>Current Employee</b>	<b>Prom. Emp.</b>	<b>O/S New Hire?</b>
Borough Clerk	\$3,000	\$2,000	\$1,500
Rec. Dir./Supt.	\$3,000	\$2,000	\$1,500

<b>Tier C</b>	<b>Current Employee</b>	<b>Prom. Emp.</b>	<b>O/S New Hire?</b>
Soc. Services Dir.	\$2,000	\$1,500	\$1,000
Tax Collector	\$2,000	\$1,500	\$1,000

G. The monetary stipends, and only the monetary stipends, referenced in the preceding paragraph of this Article shall be paid to the Unit members retroactive to the first day of the contract term. Any retroactive monies due Unit members by virtue of this Article shall be paid as soon after execution and governing body approval as practicable.

**OUTSIDE EMPLOYMENT**

Subject only to the Statutes of New Jersey applicable case law and the New Jersey Administrative Code, no employee shall be restricted or impaired from maintaining outside employment.

Any such outside employment, however, shall not interfere with the regular work hours or duties of the employee including those duties requiring a Departmental Head to be

present and work outside the standard work week as specified in paragraph E of this Article.

#### MAINTENANCE OF WORK OPERATIONS

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

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 XVI**

#### **COMP PLAN**

The employer shall take appropriate action to analyze and potentially establish an Employee Deferred Compensation Plan approved by the Internal Revenue Service and in conjunction therewith will use its best efforts to offer Borough employees such benefits, which plan, shall be on a total employee contribution basis.

### **ARTICLE XVII**

#### **MEDICAL COVERAGE**

A. Effective January 1, 2012, each member of the Bargaining Unit plan covered by the Borough's medical plan shall make contributions in accordance with New Jersey State Law Chapter 2 P.L. 2010 dated May 21, 2010 and P.L. 2011 Chapter 78, dated June 28, 2011. Any employee may opt out and receive a cash payment from the Borough in the amount of 25% of the premium or \$5,000.00 whichever is less.

A copy of the current medical plan shall be attached to this contract as Appendix C. A copy of the prescription plan shall be attached to this contract as Appendix D. A copy of the dental plan shall be attached to this contract as Appendix E.

B. The Borough will provide and pay for health insurance for employees and their eligible dependents covered by this Agreement who work twenty-five (25) or more hours per week. The Borough shall provide a coverage plan with equivalent benefits as currently offered. The plan shall be substantially the same coverage as the plan currently in place and provided under the addendum agreement to the prior collective bargaining agreement between the parties dated August 11, 2010 as to benefits and usual and customary fees.

C. The Borough shall have the option of securing equivalent coverage from an insurance company of its choosing.

D. Effective May 21, 2010, in accordance with Chapter 2 of P.L. 2010, all members of the bargaining unit shall be required to pay a contribution equal to 1.5% of their pensionable based salary or health care coverage.

Effective June 28, 2011, all members of the bargaining unit shall no longer be governed by Chapter 2 P.L. 2010, and shall hereafter be governed by the provisions of Chapter 78 P.L. 2011 and all provisions therein. The Borough shall provide retiree medical, prescription and dental coverage to members of the bargaining Unit retiring with twenty-five (25) or more years of service to the Borough who retire on or after July 2, 2006 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 dental 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 July 2, 2006 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.~~ All existing employees at time of ratification who have twenty (20) years of pensionable service as of June 28, 2017 and retire on or prior to January 1, 2022 shall not have to pay the borough for Chapter 78 contributions for medical coverage retiree and spouse in retirement. All employees who retire after January 1, 2022 shall pay 25% of the Borough's premium costs for such coverage for the lifetime of the retiree and/ or eligible spouse.

E. The Borough shall provide a full-family dental plan covering employees and their dependents. The plan which shall be implemented is set forth as Appendix E to this Agreement. The Borough shall bear the full cost of the plan. The Borough shall have the option of securing equivalent coverage from another insurance company. The Unit shall be advised of any such decision and shall be given a copy of all such insurance information.

F. Eyeglasses - The Borough, if requested by the Unit, shall implement the same type of payroll withholding procedure which it has established for the Borough Police Department in regard to an eyeglass program, but the total cost of same shall be paid for by the employee. The Borough shall only be required to administer such program.

G. Prescription –The Borough will provide a prescription plan for employees and their eligible dependents covered by this Agreement who work twenty-five (25) or more hours per week. The Borough shall provide a prescription coverage plan with equivalent benefits as currently offered. The plan shall be substantially the same coverage as the plan currently in place and provided under the addendum agreement to the prior collective bargaining agreement between the parties dated August 11, 2010.

H. If desired by the Unit, the Borough agrees to implement a Section 125 Flexible Spending Account Plan pursuant to the provisions of federal law.

## **ARTICLE XVIII**

### **SICK LEAVE**

A. All permanent full time employees covered by this agreement shall be granted sick leave with pay of one (1) working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days (1 1/4 per month) in each calendar year thereafter which shall accumulate from year to year. If the employee begins work after the tenth of the month, sick leave is not earned for that month.

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

C. Sick leave must be earned before it can be used except that the employer (Borough) may grant sick leave in advance on a case-by-case basis. Should the employee require none or only a portion of the earned sick leave for any year, the amount not taken accumulates to the employee's credit from year to year during employment.

D. In order to receive compensation while absent on sick leave, the employee shall notify the Borough Administrator or his or her designee no later than fifteen (15) minutes after the time set for him/her to begin his/her daily work schedule. Failure to so notify the Borough Administrator may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. It is agreed, however, that unusual circumstances will be considered on a case-by-case basis. Any employee who is absent more than five (5) days without notice to the Borough is subject to dismissal in accordance with Civil Service Law.

E. A sick day shall be charged for an absence of more than three and one-half (3 ½) hours or one-half (1/2) day for an absence of less than three and one-half (3 ½) hours. The minimum amount of time charged for sick leave is one-half (1/2) day and sick leave shall be charged in one-half (1/2) day increments.



F. The Borough may require medical proof of illness of an employee or a member of the employee's immediate family as referenced in paragraph B of this Article.

G. The Borough reserves the right to require a doctor's note at any time at the Borough's expense. All records from any such examination shall be the property of the Borough and the Unit employees shall sign all necessary releases, including, but not limited to, a Health Insurance Portability and Accountability Act of 1996 ("HIPAA") release, to allow the Borough to obtain such records. Failure of a Unit employee to comply with this provision shall be cause for disciplinary action.

H. Abuse of sick leave shall be cause for disciplinary action.

## ARTICLE XIX

### TERMINAL PAYMENT

A. Upon an employee's regular retirement, disability retirement or resignation or death, the employee shall be entitled to time off or to compensation for accumulated, unused sick leave as follows:

#### **~~Existing~~ Department Heads Appointed to position prior to 1/1/19**

- (1) Fifty percent (50%) of all remaining accumulated sick days after twenty years of service subject to a maximum amount of \$10,000.00
- (2) Seventy-five percent (75%) of all remaining accumulated sick days after twenty-five years of service subject to a maximum amount of \$15,000.00

#### **~~Employees Promoted from Within and New Hires~~ Department Heads**

#### **Appointed to position on or after 1/1/19**

- (1) Fifty percent (50%) of all remaining accumulated sick days after twenty years of service subject to a maximum amount of \$7,500.00
- (2) Seventy-five percent (75%) of all remaining accumulated sick days after twenty-five years of service subject to a maximum amount of \$10,000.00

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

D. Any Unit employee that is separated from service for a cause arising from any disciplinary action shall not be entitled to compensation for accumulated leave.

## **ARTICLE XX**

### **PERSONAL DAYS**

A. An employee shall be entitled to four (4) personal days off with pay each year to be used as the employee sees fit. ~~One of said personal days shall be chargeable against sick leave and three (3) shall be non-chargeable.~~ At least one (1) day's notice shall be given to the Borough Administrator that the employee intends to take his or her personal day.

B. A personal day shall be charged for an absence of more than three and one-half (3 ½) hours or one-half (1/2) day for an absence of less than three and one-half (3 ½) hours. The minimum amount of time charged for personal leave is one-half (1/2) day and personal leave shall be charged in one-half (1/2) day increments.

C. The personal days provided for herein shall not be accumulated for use in succeeding years.

## **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 Borough Administrator or designated representative and the Mayor and Council grant approval in accordance with all applicable Federal and State law.

## **ARTICLE XXII**

### **FUNERAL LEAVE**

A. All permanent full time employees covered by this Agreement shall be entitled to up to three (3) consecutive working days leave with pay one of which shall be either the day

of death or the day of the funeral, whichever the employee chooses upon the death of a member of the immediate family within the State of New Jersey and up to five (5) consecutive working days leave with pay one of which shall be either the day of death or the day of the funeral, whichever the employee chooses if outside the State. (The funeral service must be held outside the State of New Jersey in order to qualify for the five (5) day leave herein provided.) Proper notification shall be given to the Borough Administrator or designated representative as soon as possible after the death. Proof of death may be required at the sole discretion of the Borough.

B. Immediate family shall include spouse, children, parents, brothers, sisters, 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. Proof of attendance at the funeral may be required at the sole discretion of the Borough.

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 Borough Administrator. 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 at the option of the employee.

## **ARTICLE XXIII**

### **JURY LEAVE**

A. All employees 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. Military Duty Leave:

1. Any full time employee covered by this Agreement may, per relevant, applicable law, be entitled to a leave of absence without pay if the employee is required to serve actively in any component of the Armed Forces of the United States or the State of New Jersey.

2. Military duty leave may extend to three (3) months after the employee's release from required military service. This three (3) month period shall only apply in the event the employee remained on continuous active duty for two (2) years.

3. Sufficient proof of active military duty must be presented to the Borough Administrator prior to requesting such leave.

B. Military Training Leave:

1. Except as limited herein, a permanent employee working 20 hours or more per week covered by this Agreement who is a member of any component of the Armed Forces of the United States or the State of New Jersey, is hereby entitled to all rights afforded under Federal Law as contained in the Uniformed Services Employment and Reemployment Rights Act (USERRA), Title 38, Chapter 43, of the United States Code.

2. In addition to the foregoing and in accordance with State Law as contained in N.J.S.A 38 and 38A, and N.J.A.C. 4A which provides the following:

Public Employers' Responsibilities:

- (a) Employees must be excused for any period of military service including drills, annual training, and other active duty
- (b) Provide military leave to public employee members of the National Guard or Reserves. Members of the NJ National Guard are entitled to paid military

leave for up to 90 workdays each year.

(c) Members of the reserves are entitled to paid military leave for up to 30 workdays each year. Employees must be permanent, at-will, or Full-Time Temporary.

3. The employee must provide a certified copy of orders for military training to the Borough Administrator prior to requesting leave for such training.

4. Any military pay received by the employee while on military training leave may be retained by the employee and shall be in addition to the regular salary which would have been received from the Borough had such training not been ordered. Except for employees in Section 5 below, when military training leave is granted, it shall be in addition to any vacation leave, sick leave or compensatory time off to which an employee may be entitled.

5. A full time employee who has been continuously employed by the Borough for at least one (1) full year, at the time such military training is to commence, shall be granted a leave of absence with pay as provided in Section 1 above.

6. A full time employee who has not been continuously employed by the Borough for at least one (1) full year at the time military training is to commence may only be granted a leave of absence without pay, unless said employee chooses to utilize any accrued vacation leave or compensatory time off, for the duration, or any part of, the period of military field training.

## **ARTICLE XXV**

### **MATERNITY LEAVE**

A. In addition to any leave granted to an employee in accordance with the Family Medical Leave Act (“FMLA”), a leave of absence without pay may be granted up to three (3) months at the sole discretion of the Borough. In no circumstances shall such an approved leave of absence without pay exceed thirty (30) days.

B. The employee has the option of using accumulated sick leave and/or earned

vacation leave while she is on maternity leave. Absences in excess of available FMLA, sick and vacation leave will be treated as leave without pay.

## **ARTICLE XXVI**

### **INJURED ON DUTY**

A. Injury leave as distinguished from sick leave shall mean paid leave given to an employee due to absence from duty caused by an accident, illness or injury which occurred while the employee was performing duties and which is compensable under the Workers Compensation Statutes or any policy or workers compensation insurance applicable to the said employee.

B. The employee shall present evidence that he/she is unable to work in the form of a certificate from a physician chosen by the Borough and forwarded to the Borough Clerk within seventy-two (72) 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.

C. All injured on duty leave 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 that employee.

D. In the event the employee through his own independent physician contends that he is entitled to a period of disability beyond the period established by the Borough's treating physician, 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 finding by the Division of Workers Compensation or by the final decision of the last reviewing court which shall be binding upon the parties.

E. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound to the decision of an appropriate workers compensation judgment or if there is an appeal there from, the final decision of the last reviewing court.

F. After all injury leave is used as set forth in Section G below, the employee may be granted additional injury leave only upon unilateral approval of the Borough. After all injury leave is used, the employee may elect to use any sick leave, vacation or compensatory time due at the time of the injury and shall then be governed by other appropriate provisions of this contract.

G. Use of Injury Leave - Employees absent from duty due to an accident, illness or injury compensable under the Workers Compensation Statutes or any policy or workers compensation insurance applicable to the said employees and who have completed three (3) months service with the Borough shall be entitled to full pay for a period not in excess of ninety (90) working days for each new and separate injury. In the event an employee is granted an injured on duty leave, the Borough's sole obligation shall be to pay the employee the difference between his or her regular pay and any compensation, disability or other payments received from other sources provided by the Borough. At the Borough's option, the employee shall surrender and deliver his or her entire compensation payments, in which case the Borough shall issue a check for the employee's full base salary; or the Borough shall pay the employee the difference between his or her full base salary and the amount of other compensation received by said employee.

H. Subject to it being permitted to do so by applicable Federal and State law or regulation, the Borough shall record that portion of the salary checks equal to the amount of the compensation checks covering partial disability (also known as injury leave) and shall notify the employees in writing at the conclusion of each year of the amounts of such partial disability income.

I. Contested Injuries:

1. Charges may be made against sick leave accrual, if any, in any case where the Borough is contesting the employee's eligibility for injury leave.

2. In the event that the Workers Compensation Division determines in favor of the employee, sick leave surcharged shall be re-credited to the employee's sick leave accrual balance.

3. In the event eligibility for payment is denied by the Workers Compensation Division, the employee shall be eligible to utilize sick leave accruals, if any,

retroactive to the date of injury, and to use vacation leave thereafter.

4. It is understood that it is the responsibility of the employee to file the appropriate petition in a timely fashion under this paragraph.

J. Medical Proofs - In order to limit the obligation of the Borough for each work connected injury, the Borough may require the employee to furnish medical proof or submit to medical examination by the Borough at its expense to determine whether an injury is compensable under this Section. All records from any such examination shall be the property of the Borough and the employee shall sign all necessary releases, including a HIPAA release, to allow the Borough to obtain such records. Failure of an employee to comply with this provision shall be cause for disciplinary action.

## **ARTICLE XXVII**

### **EDUCATION INCENTIVE**

A. Effective January 1, 1989, each employee covered by this Agreement who has obtained or obtains 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, in addition to all other wages and benefits provided in this Agreement, in the amount of Fifteen Hundred (\$1,500.00) Dollars per year.

B. Effective January 1, 1993, each employee covered by this Agreement who has obtained or obtains an Associate Degree (A.A.) 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 wages and benefits provided in this Agreement, in the amount of One Thousand (\$1,000.00) Dollars per year.

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.



D. An employee shall be entitled to only one (1) increment pursuant to this Article.

E. Anyone hired as an employee of the Borough of Rutherford after the effective date of this contract is not eligible for the benefits contained in this article.

## **ARTICLE XXVIII**

### **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 XXIX**

### **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 the 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 Unit will meet for the purpose of negotiating changes made necessary by applicable law.

**ARTICLE XXX**

**TERMINATION AND EXTENSION OF AGREEMENT**

A. The term of this Agreement shall be from January 1, 2018 through December 31, 2024 and its terms and conditions effective with its commencement.

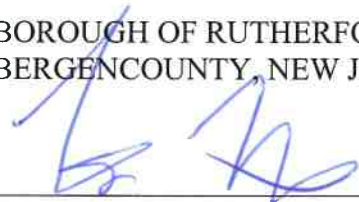
B. All of the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a successor Agreement is executed and becomes effective.


C. **IN WITNESS WHEREOF**, the parties hereto have entered their hands and seals, this 30<sup>th</sup> day of Dec. 2021.

ATTEST:

  
Margaret Scanlon, Borough Clerk

BOROUGH OF RUTHERFORD  
BERGEN COUNTY, NEW JERSEY


  
Frank Nunziato, Mayor

  
Robert Kakoleski, Borough Administrator

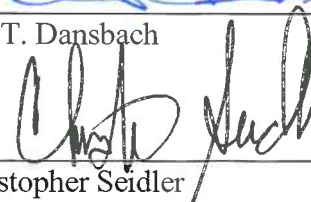
WITNESS:

\_\_\_\_\_

RUTHERFORD DEPT HEADS UNIT



Paul T. Dansbach

  
Christopher Seidler

**APPENDIX "A"**

The job titles covered by this Agreement are as follows:

**DEPARTMENT HEAD TITLES**

Director of Recreation/Recreation Superintendent

Construction Official

Social Services Director

Tax Collector

Municipal Court Administrator

~~Borough Clerk~~ (Removed effective 1/1/21)

Public Works Superintendent

Tax Assessor

Fire Marshall

Purchasing Agent

**APPENDIX "B"**

The annual salaries and salary ranges for job titles ranges for job titles covered by this Agreement are as follows:

**APPENDIX "C"**

Medical Plan to be attached

**APPENDIX "D"**

Prescription plan to be attached

**APPENDIX "E"**

Dental Plan to be attached

# DEPARTMENT HEAD 7-STEP PROJECTED SALARY TABLE

Hired/Appointed Prior to 1/1/21

## DPW SUPERINTENDENT

	Overtime Stipend Rolled In	One Time Adj	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
2017	2.00%		\$ 75,188	\$ 80,504	\$ 85,820	\$ 91,136	\$ 96,452	\$ 101,768	\$ 107,086
2018	2.50%		\$ 77,068	\$ 82,517	\$ 87,966	\$ 93,414	\$ 98,863	\$ 104,312	\$ 109,763
2019	2.25%		\$ 78,802	\$ 84,373	\$ 89,945	\$ 95,516	\$ 101,088	\$ 106,659	\$ 112,233
2020	2.50%		\$ 80,772	\$ 86,483	\$ 92,193	\$ 97,904	\$ 103,615	\$ 109,326	\$ 115,039
2021	2.25%	\$ 4,500	\$ 89,690	\$ 95,530	\$ 101,369	\$ 107,208	\$ 113,048	\$ 118,887	\$ 124,728
2022	2.25%		\$ 91,708	\$ 97,679	\$ 103,650	\$ 109,620	\$ 115,591	\$ 121,562	\$ 127,535
2023	2.25%		\$ 93,772	\$ 99,877	\$ 105,982	\$ 112,087	\$ 118,192	\$ 124,297	\$ 130,404
2024	2.00%		\$ 95,647	\$ 101,874	\$ 108,101	\$ 114,329	\$ 120,556	\$ 126,783	\$ 133,012

## BOROUGH CLERK

	Overtime Stipend Rolled In	One Time Adj	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
2017	2.00%		\$ 75,188	\$ 80,504	\$ 85,820	\$ 91,136	\$ 96,452	\$ 101,768	\$ 107,086
2018	2.50%		\$ 77,068	\$ 82,517	\$ 87,966	\$ 93,414	\$ 98,863	\$ 104,312	\$ 109,763
2019	2.25%		\$ 78,802	\$ 84,373	\$ 89,945	\$ 95,516	\$ 101,088	\$ 106,659	\$ 112,233
2020	2.50%		\$ 80,772	\$ 86,483	\$ 92,193	\$ 97,904	\$ 103,615	\$ 109,326	\$ 115,039
2021	2.25%	\$ 3,000	\$ 88,190	\$ 94,030	\$ 99,869	\$ 105,708	\$ 111,548	\$ 117,387	\$ 123,228
2022	2.25%		\$ 90,175	\$ 96,145	\$ 102,116	\$ 108,087	\$ 114,057	\$ 120,028	\$ 126,001
2023	2.25%		\$ 92,204	\$ 98,309	\$ 104,414	\$ 110,519	\$ 116,624	\$ 122,729	\$ 128,836
2024	2.00%		\$ 94,048	\$ 100,275	\$ 106,502	\$ 112,729	\$ 118,956	\$ 125,183	\$ 131,413

## CONSTRUCTION OFFICIAL & FIRE MARSHAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
	Overtime Stipend Rolled In							
2017	2.00%	\$ 74,097	\$ 79,379	\$ 84,661	\$ 89,943	\$ 95,225	\$ 100,507	\$ 105,791
2018	2.50%	\$ 75,949	\$ 81,363	\$ 86,778	\$ 92,192	\$ 97,606	\$ 103,020	\$ 108,436
2019	2.25%	\$ 77,658	\$ 83,194	\$ 88,730	\$ 94,266	\$ 99,802	\$ 105,338	\$ 110,876
2020	2.50%	\$ 79,600	\$ 85,274	\$ 90,948	\$ 96,623	\$ 102,297	\$ 107,971	\$ 113,647
2021	2.25%	\$ 85,992	\$ 91,794	\$ 97,596	\$ 103,398	\$ 109,200	\$ 115,002	\$ 120,806
2022	2.25%	\$ 87,927	\$ 93,859	\$ 99,792	\$ 105,724	\$ 111,657	\$ 117,589	\$ 123,524
2023	2.25%	\$ 89,905	\$ 95,971	\$ 102,037	\$ 108,103	\$ 114,169	\$ 120,235	\$ 126,303
2024	2.00%	\$ 91,703	\$ 97,891	\$ 104,078	\$ 110,265	\$ 116,452	\$ 122,640	\$ 128,829

## RECREATION DIRECTOR

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
	Overtime Stipend Rolled In							
2017	2.00%	\$ 74,097	\$ 79,379	\$ 84,661	\$ 89,943	\$ 95,225	\$ 100,507	\$ 105,791
2018	2.50%	\$ 75,949	\$ 81,363	\$ 86,778	\$ 92,192	\$ 97,606	\$ 103,020	\$ 108,436
2019	2.25%	\$ 77,658	\$ 83,194	\$ 88,730	\$ 94,266	\$ 99,802	\$ 105,338	\$ 110,876
2020	2.50%	\$ 79,600	\$ 85,274	\$ 90,948	\$ 96,623	\$ 102,297	\$ 107,971	\$ 113,647
2021	2.25%	\$ 84,458	\$ 90,260	\$ 96,062	\$ 101,864	\$ 107,666	\$ 113,468	\$ 119,272
2022	2.25%	\$ 86,359	\$ 92,291	\$ 98,224	\$ 104,156	\$ 110,088	\$ 116,021	\$ 121,956
2023	2.25%	\$ 88,302	\$ 94,368	\$ 100,434	\$ 106,499	\$ 112,565	\$ 118,631	\$ 124,700
2024	2.00%	\$ 90,068	\$ 96,255	\$ 102,442	\$ 108,629	\$ 114,817	\$ 121,004	\$ 127,194

**TAX COLLECTOR & SOCIAL SERVICES DIRECTOR**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
2017	\$ 70,739	\$ 76,043	\$ 81,347	\$ 86,651	\$ 91,955	\$ 97,259	\$ 102,564
2018	\$ 72,507	\$ 77,944	\$ 83,381	\$ 88,817	\$ 94,254	\$ 99,690	\$ 105,128
2019	\$ 74,139	\$ 79,698	\$ 85,257	\$ 90,816	\$ 96,375	\$ 101,934	\$ 107,493
2020	\$ 75,992	\$ 81,690	\$ 87,388	\$ 93,086	\$ 98,784	\$ 104,482	\$ 110,181
2021	\$ 79,747	\$ 85,573	\$ 91,399	\$ 97,225	\$ 103,052	\$ 108,878	\$ 114,705
2022	\$ 81,542	\$ 87,499	\$ 93,456	\$ 99,413	\$ 105,370	\$ 111,327	\$ 117,286
2023	\$ 83,376	\$ 89,467	\$ 95,559	\$ 101,650	\$ 107,741	\$ 113,832	\$ 119,925
2024	\$ 85,044	\$ 91,257	\$ 97,470	\$ 103,683	\$ 109,896	\$ 116,109	\$ 122,323

Overtime  
Stipend Kollied  
In

**PURCHASING AGENT & COURT ADMINISTRATOR**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
2017	\$ 70,739	\$ 76,043	\$ 81,347	\$ 86,651	\$ 91,955	\$ 97,259	\$ 102,564
2018	\$ 72,507	\$ 77,944	\$ 83,381	\$ 88,817	\$ 94,254	\$ 99,690	\$ 105,128
2019	\$ 74,139	\$ 79,698	\$ 85,257	\$ 90,816	\$ 96,375	\$ 101,934	\$ 107,493
2020	\$ 75,992	\$ 81,690	\$ 87,388	\$ 93,086	\$ 98,784	\$ 104,482	\$ 110,181
2021	\$ 77,702	\$ 83,528	\$ 89,354	\$ 95,180	\$ 101,007	\$ 106,833	\$ 112,660
2022	\$ 79,450	\$ 85,408	\$ 91,365	\$ 97,322	\$ 103,279	\$ 109,236	\$ 115,195
2023	\$ 81,238	\$ 87,329	\$ 93,421	\$ 99,512	\$ 105,603	\$ 111,694	\$ 117,787
2024	\$ 82,863	\$ 89,076	\$ 95,289	\$ 101,502	\$ 107,715	\$ 113,928	\$ 120,142

**DEPARTMENT HEAD 7-STEP PROJECTED SALARY TABLE**

Hired/Appointed On or After 1/1/21

<b>DPW SUPERINTENDENT</b>									
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
2021	0.00%	\$ 90,000	\$ 94,500	\$ 99,225	\$ 104,186	\$ 109,396	\$ 114,865	\$ 120,609	
2022	0.00%	\$ 90,000	\$ 94,500	\$ 99,225	\$ 104,186	\$ 109,396	\$ 114,865	\$ 120,609	
2023	0.00%	\$ 90,000	\$ 94,500	\$ 99,225	\$ 104,186	\$ 109,396	\$ 114,865	\$ 120,609	
2024	0.00%	\$ 90,000	\$ 94,500	\$ 99,225	\$ 104,186	\$ 109,396	\$ 114,865	\$ 120,609	

<b>RECREATION DIRECTOR</b>					<b>FIRE MARSHAL</b>				
<b>CONSTRUCTION OFFICIAL</b>									
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
2021	0.00%	\$ 80,000	\$ 84,000	\$ 88,200	\$ 92,610	\$ 97,241	\$ 102,103	\$ 107,208	
2022	0.00%	\$ 80,000	\$ 84,000	\$ 88,200	\$ 92,610	\$ 97,241	\$ 102,103	\$ 107,208	
2023	0.00%	\$ 80,000	\$ 84,000	\$ 88,200	\$ 92,610	\$ 97,241	\$ 102,103	\$ 107,208	
2024	0.00%	\$ 80,000	\$ 84,000	\$ 88,200	\$ 92,610	\$ 97,241	\$ 102,103	\$ 107,208	

<b>TAX COLLECTOR</b>					<b>SOCIAL SERVICES DIRECTOR</b>				
<b>COURT ADMINISTRATOR</b>					<b>PURCHASING AGENT</b>				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	
2021	0.00%	\$ 75,000	\$ 78,750	\$ 82,688	\$ 86,822	\$ 91,163	\$ 95,721	\$ 100,507	
2022	0.00%	\$ 75,000	\$ 78,750	\$ 82,688	\$ 86,822	\$ 91,163	\$ 95,721	\$ 100,507	
2023	0.00%	\$ 75,000	\$ 78,750	\$ 82,688	\$ 86,822	\$ 91,163	\$ 95,721	\$ 100,507	
2024	0.00%	\$ 75,000	\$ 78,750	\$ 82,688	\$ 86,822	\$ 91,163	\$ 95,721	\$ 100,507	

*Existing Employees promoted into a position covered by this salary guide will not be placed in a salary lower than their current position.  
If this occurs, newly appointed employee will be placed in the salary step closer to 10% greater than existing salary rounding up.*