

A G R E E M E N T

Between

THE BOROUGH OF RUTHERFORD

and

Local 108, PUBLIC EMPLOYEE DIVISION RWDSU, UFCW

January 1, 2005 through December 31, 2011

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PREAMBLE

THIS AGREEMENT made as of the day of 2006 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 LOCAL 108 RWDSU, UFCW, hereinafter referred to as the "Union", 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,

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 employees of the Department of Public Works, Borough of Rutherford, Bergen County, New Jersey but excluding all office clerical employees, craft employees, policemen, confidential employees, managerial executives and supervisors within the meaning of the New Jersey Employer-Employee Relations Act of 1968.

Attached hereto as SCHEDULE A is a list of all titles covered by this Agreement.

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 activities 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 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 Union within three (3) days of hire of all employees, their address, birth date, job classification, rate of pay and social security number; and of all removals of employees from the Borough's payroll.

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' biweekly 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 the Union representative entitled to receive same. Employees shall have the right to withdraw authority for deduction of dues in accordance with New Jersey law.

B. The said Union representative shall be appointed by resolution of Local 108 RWDSU, UFCW and shall be certified to the Borough by the Union.

ARTICLE III

UNION 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:

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 Superintendent of Public Works or designated representative and provided further that the Department of Public Works operations are not seriously interrupted.

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 meetings shall be held on Borough time or use Borough facilities unless specifically prior written authorization is given by the Borough. 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 provided that rooms are available.

C. Only the 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 Superintendent of Public Works or designated representative.

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

ARTICLE V

BULLETIN BOARD

A. The Borough will supply one enclosed bulletin board for the use of the Union to be placed in a conspicuous location in the Borough Department of Public Works complex.

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

C. No matter may be posted without receiving permission of the officially designated Union representative. All items posted shall be on Union letterhead. Any bulletins deemed detrimental to the operation of the Department may be removed by the Superintendent of Public Works.

D. 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 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) additional 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 times and places mutually convenient at the request of either the Borough or the Union 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 Union 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 seriously interfere with the Borough's operations. The decision to excuse employees from work assignments to participate in negotiations shall be in the sole discretion of the Borough Administrator or the Borough Administrator's designee.

D. The duly authorized negotiating agents of either the Borough or the Union 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 Union.

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

C. Neither the Borough nor the Union 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 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 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 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 as prescribed by law.

ARTICLE IX

MAINTENANCE OF WORK OPERATIONS

A. 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 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 X

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 purposes of this Agreement, the term "grievance" means an appeal by Local 108 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 any employee covered by this Agreement has a grievance, said employee, within four (4) working days of the occurrence of the event being grieved, shall institute action in writing, signed and delivered to the employee's immediate supervisor. Nothing herein shall preclude informal discussion to resolve the matter between the employee and the immediate supervisor. The supervisor shall decide the grievance within two (2) working days after the grievance is first presented to him or her and shall present same in writing to the grieving employee.

2. STEP TWO

If no satisfactory resolution of the grievance is reached at STEP ONE, the Union, and only the Union, may, within two (2) working days, present a grievance appealing the supervisor's decision, in writing, to the Superintendent of Public Works. The grievance shall contain a concise statement of the issue(s) involved, the specific contractual article(s) involved, the date of the incident and the relief sought. The Superintendent of Public Works may, at his or her discretion, request a meeting to discuss the grievance at this step. The Superintendent shall render a decision in writing within five (5) working days after the grievance was first presented to the Superintendent.

3. STEP THREE

In the event the grievance has not been satisfactorily resolved at Step 2, the Union, and only the Union, may appeal the decision of the Superintendent of Public Works, by presenting same in writing to the Borough Administrator, or his or her designated representative, within five (5) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Administrator or his or her authorized representative may give the Union

the opportunity to be heard and will give his or her decision in writing within ten (10) working days of receipt of the written grievance. Prior to the submission of a grievance to binding arbitration under STEP FOUR, the matter may first be referred to the New Jersey Mediation Board for non-binding mediation at no cost to the Employer.

4. ARBITRATION

- (A) If no satisfactory resolution of the grievance is reached at STEP THREE, then the Union, and only the Union, may within five (5) working days refer the grievance to PERC for the selection of an Arbitrator. 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 this 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 Borough Administrator 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 Department of Personnel of the State of New Jersey 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.

(D) 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. No response at any step within the time allotted shall be deemed to be a denial of the grievance at that step. 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.

(E) Working days shall be defined throughout this article as Monday through Friday irrespective of whether employee(s) work those days.

(F) Attendance at a grievance or arbitration hearing or matter by anyone other than the grievant and the grievant's 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 XI

HOURS OF WORK

A. This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or week or of days of work per week and shall not apply to part-time work (including seasonal employees).

B. The basic work week shall consist of forty (40) hours from Monday to Friday inclusive. The basic work day shall consist of eight (8) hours per day inclusive of a thirty (30) minute lunch period.

C. The normal starting time shall be 7:00 a.m., and quitting time 3:00 p.m., but may be varied for seasonal operations or emergencies.

D. The normal starting time will vary in the case of street sweeper personnel who commence work prior to 7:00 a.m.

E. The Borough reserves the right to modify this work day when there are breakdowns, emergencies, unanticipated circumstances or revised collection schedules (including Wednesdays). This clause is not intended to modify the definition of basic work day in B above.

F. Employees covered by this contract, unless otherwise excused by the Superintendent, shall use time cards when reporting on and off duty. Employees shall not, under any circumstances,

punch any time card but their own. Violations of this provision shall be dealt with discipline consistent with Article XVII herein.

ARTICLE XII

REST PERIODS - WASH-UP

A. All employees shall receive two (2) wash-up periods each day without deduction in pay, one ten (10) minutes before lunch hour and one ten (10) minutes before quitting time. However, employees shall not be entitled to leave ten (10) minutes early for lunch or at the end of the day in lieu of taking the ten (10) minute wash-up period.

B. Drivers performing emergency snow plowing work for more than four (4) consecutive hours outside of a scheduled eight (8) hour day may take a rest period of one (1) hour with pay after the fourth consecutive hour. In addition, in each four (4) hour period of such emergency snow removal work a ten (10) minute coffee break may be taken.

ARTICLE XIII

OVERTIME

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

B. It is recognized that the needs of the Borough may require overtime work beyond the employee's standard daily or weekly schedule. The amount of and the schedule for working such overtime shall be established by the Borough and employees shall work such overtime unless the employee asserts a valid reason for not working overtime in which case the Superintendent or authorized designee shall decide the issue on a case-by-case basis. Employees absent on sick leave shall not be eligible to work overtime within the sixteen (16) hour period immediately following the shift in which sick leave is taken.

C. Employees who work overtime shall be compensated as follows:

1. Time and one-half for:

- A. Work performed in excess of eight (8) hours in any one (1) day and forty (40) hours in any one (1) week.
- B. Work performed on a regularly scheduled day off.

C. Work performed on Saturday except
for those employees regularly
scheduled to work on Saturday.

2. Double time for work performed on Sunday.

3. Double time and one half for work performed on a
holiday. Compensation shall be calculated at 1 1/2
times the hourly salary in addition to payment for the
holiday already received in the employee's regular pay
check.

D. Any overtime compensation required to be paid hereunder
shall be paid to an employee at the next possible pay period after
said overtime is earned. Employees may elect to take compensatory
time in lieu of cash overtime on a prescheduled basis approved by
the Department Head.

E. When an employee receives sick pay, vacation pay or other
paid leave during the standard work week, those hours shall be
included in the computation of overtime for that period to
determine whether the employee is entitled to premium pay for
those hours.

F. The Borough will make every effort to equalize overtime by
classification whenever possible. It is understood that the
principle of seniority as outlined in Article XV, Section A., will
be applied as a factor in this Article.

G. An overtime list to assist in equalization of overtime outlined in Section F, of this Article shall be developed and maintained as follows:

1. Overtime shall be assigned by the Superintendent or his or her designee on a rotating basis according to the appropriate job title for the work to be performed.
2. An initial list shall be posted by the Superintendent or his or her designee with employees' names arranged according to seniority in each title. Overtime shall be offered to each employee beginning with the name first appearing on the said list and continuing through the list. If an employee does not choose to work overtime, the employee's name shall be placed on the bottom of the overtime list.
3. If an employee does not choose to be considered for any overtime, the employee shall so indicate to the Superintendent or the Superintendent's designee in writing and thereafter overtime work shall not be offered to the employee. In the event that thereafter the employee shall desire to have the employee's name again placed on the overtime list, the employee shall notify the Superintendent or the Superintendent's designee in writing and the employee shall thereafter be restored to the bottom of the said list.

H. In case of emergency, the Superintendent or the

Superintendent's designee shall have the right to call in any employee to work overtime.

ARTICLE XIV

CALL-IN PAY

Any employee who is called back to work after having completed the employee's regular scheduled shift shall be compensated at applicable overtime rate for the time worked, with a minimum guarantee of two (2) hours work.

ARTICLE XV

SENIORITY

A. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfer, promotions, lay-off and recalls. In all cases, however, ability to perform the work in a satisfactory manner will be a factor in designating the employee to be affected.

B. An employee shall be deemed to be probationary following the employee's regular appointment to a permanent position for a trial period of three (3) months. Employees may be dismissed without recourse during this probationary period for reasons relating to the employee's qualifications or performance.

C. The seniority of an employee is defined as the length of service as a Borough employee dating back to the employee's first date of hire and by the employee's classification. It is understood that seniority shall be calculated from the rehire date if an individual returns as an employee of the Borough after said employment has ended.

D. In the event of lay-offs and rehiring, the last person hired in the job classification affected shall be the first to be laid-off, and the last person laid-off shall be the first to be recalled in accordance with the person's seniority in the person's classification, provided the more senior employee is able to do the available work in a satisfactory manner.

E. When promotions to a higher labor grade or transfers to another grade are in order, the Borough will make an effort to make such promotions or transfers from among its regular employees. Consideration for such promotions or transfers shall be based on seniority and ability to perform the work. If an employee so promoted or transferred is not deemed qualified within ninety (90) days, the Borough may remove the employee and return the employee to the employee's former position at the prevailing rate of pay of the lower grade.

F. The Borough shall prepare and forward to the Union a seniority list of employees by classification. Seniority lists shall be updated when necessary and shall be posted on the Union Bulletin Board showing the employees' names, classifications and seniority dates.

G. Upon hiring an individual as a heavy laborer, the individual shall be assigned to the sanitation detail. If, however, none of the existing personnel in the sanitation detail wish to be reassigned, the new employee will be assigned to another area by the Superintendent. At the end of the new employee's probationary period, existing personnel in the sanitation detail will have the opportunity to request a transfer into another assignment.

All heavy laborers shall first be utilized for the sanitation pick-up detail before assigning any other permanent job classified titled employee to such sanitation detail.

This provision is subject, however, to the ability of the individual to perform the work in a satisfactory manner, and nothing herein shall prohibit the Borough from recruiting from the outside if no Borough employees are qualified to assume the available position.

H. Seniority shall be lost by an employee in accordance with New Jersey Department of Personnel regulations.

ARTICLE XVI

POSTING

A. All new and vacant positions shall be posted on the Union Bulletin Board for a period of one (1) week. Employees applying for such vacancies shall make a request in writing to the Superintendent of the Department of Public Works within two (2) weeks of the initial posting date.

B. Efforts will be made to fill vacancies from within the representative unit, with senior employees given preferential consideration. However, nothing herein shall prohibit the Borough from recruiting and hiring from the outside if an outside candidate is best qualified to perform the job.

ARTICLE XVII

DISCHARGE AND DISCIPLINE

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

B. A grievance by an employee claiming that the employee has been unfairly discharged or suspended must be submitted in accordance with the Grievance Procedure outlined in Article X 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 the employee's former position and compensated at the employee's regular rate for any time lost during the period of such dismissal.

D. Written disciplinary warnings will be issued to the employee with a copy to the Union.

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

ARTICLE XVIII

WAGES

A. The rates of pay for each job classification in the Department of Public Works are set forth in Appendix B attached hereto and made a part hereof.

B. The wage increases in the annual salary guide shall be as follows: 2005: 2%, 2006: 3%, 2007: 3%, 2008: 3%, 2009: 3%, 2010: 3%, and 2011: 3%. Employees who resign or are terminated for cause prior to the execution of the collective bargaining agreement shall not be entitled to any retroactive wage increase.

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

D. All employees shall be placed in the five (5) step salary guide contained in Appendix B.

ARTICLE XIX

OUT OF TITLE WORK

A. In the event an employee is temporarily assigned for at least thirty (30) whole work days in a calendar year 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 the employee returns to the employee's 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.

B. This clause shall not apply in cases of vacancies due to vacations.

ARTICLE XX

LONGEVITY

A. Each employee hired prior to January 1, 1998, shall be paid, in addition to the employee's base pay, a longevity increment based upon years of service in the employ of the Borough in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>INCREMENT OF BASE PAY</u>
Upon completion of 5 years of service	1%
Upon completion of 10 years of service	3%
Upon completion of 15 years of service	5%
Upon completion of 20 years of service	7%
Upon completion of 25 years of service	8%

B. Employees hired after January 1, 1998 shall not be entitled to receive a longevity increment.

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

D. In computing any overtime pay, which may become due any such employees, only the base pay shall be used.

ARTICLE XXI

UNIFORMS, SAFETY EQUIPMENT & TOOL ALLOWANCE

A. All employees covered by this Agreement will be furnished with a set of uniforms each year consisting of one (1) jacket, three (3) shirts, and three (3) pants. Gloves and necessary foul weather gear also will be provided as required.

B. All employees covered by this Agreement will also receive by way of reimbursement by the Borough a total annual allowance of Three Hundred & Fifty (\$350.00) Dollars for the purchase of safety shoes and uniforms in addition to listed in the preceding paragraph. Safety shoes and uniforms of a type determined by the Superintendent of Public Works must be worn while on duty. All employees, to receive said \$350.00, must present to the Superintendent of Public Works and provide receipts at the time of requesting payment. Only items designated of uniforms and safety shoes of the type determined acceptable by the Superintendent of Public Works shall be eligible for reimbursement under this Article.

C. Employees are solely responsible for the care and safe-keeping of all issued uniforms and shoes.

D. Employees shall wear the prescribed uniform and safety shoes when reporting to work. Employees shall not be permitted to work until properly equipped with uniform and safety shoes.

E. The parties recognize the importance of ensuring the safety of employees in the work place. The Borough will continue to conduct a safety program and take necessary steps to protect employees from work related injuries. Employees agree that safety equipment and clothing as specified by the Superintendent and provided by the Borough will be used as directed.

F. In addition to that listed in the preceding paragraph, mechanics and only mechanics, by way of reimbursement shall receive an annual tool allowance in the amount of Two Hundred & Fifty (\$250.00) Dollars. Mechanics, to receive said \$250.00, must present and provide to the Superintendent of Public Works receipts at the time requesting payment. Only items designated as tools necessary for the performance of the mechanics job function for the Borough shall be eligible for purchasing under this Article.

ARTICLE XXII

HOLIDAYS

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

New Year's Day	Lincoln's Birthday
Veteran's Day	Washington's Birthday
Employee's Birthday (in lieu of Election Day)	
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Martin Luther King's Birthday
Christmas Eve (1/2 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 a Sunday, it shall be celebrated on Monday immediately following it.

C. Employees are required to work the last day prior to the holiday and the first 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. The department head shall not unreasonably withhold permission in this regard.

D. 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.

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

ARTICLE XXIII

VACATIONS

A. Subject to NJ Department of Personnel Rules and Regulations when applicable and consistent with existing practice, employees shall be granted the following annual leave for vacation purposes with pay:

	<u>Hired before 1/1/98</u>	<u>Hired after 1/1/98</u>
1st year	1 working day p/mo	Hired before 6/30- 6 days Hired after 6/30 - 3 days
1 - 4 Years	14 working days	13 working days
5 - 9 Years	16 working days	15 working days
10 - 14 Years	18 working days	17 working days
15 - 19 Years	20 working days	19 working days
20+ Years	23 working days	22 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. Employees shall be permitted to carry over a maximum of five (5) unused vacation days for one (1) year. Any vacation days in excess of five (5) days earned but unused prior to execution of this contract must be used within three (3) calendar years of the execution date of this contract with the approval of the Superintendent of Public Works and consistent with the provisions of this Article.

E. If any 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 any employee shall die while employed, a sum of money equal to earned and unused vacation leave shall be paid to the employee's 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. Every effort is made to arrange vacation schedules to

meet the individual desire of all employees. When there is conflict in the dates of proposed vacation schedules, preference shall be given to employees according to seniority. All requests for vacation leave must be approved by the Superintendent of Public Works. The Superintendent may require that vacations be scheduled in other than the summer months when the needs of the department require it.

K. 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 Superintendent in writing at least thirty (30) days prior to the commencement of the vacation.

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

ARTICLE XXIV

MEDICAL COVERAGE

A. The Borough will provide and pay for health insurance for employees and their eligible dependents covered by this Agreement who work 20 or more hours per week.

B. The Borough shall have the option of securing equivalent or better coverage to what is offered currently by the Borough to the Union from another insurance company.

C. The Borough shall provide retiree medical and dental coverage.

1. Coverage shall be provided to the members of the bargaining Unit retiring with twenty (20) or more years of service to the Borough as follows:

- a. Said insurance will be provided to employees who retire on or before December 31, 2006, who shall submit proof of retirement from the Public Employees Retirement System (PERS), including a copy of the first pension check (endorsed) and the bank deposit slip;
- b. The retiree and spouse shall be covered (if the employee is 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;
- c. If the retiree is not eligible for any other insurance from any other employer or from the retiree's spouse;

- d. 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.
 - e. If the retiree retires on or before December 31, 2006 as per this section, the Borough shall be responsible for the full cost.
2. The Borough shall provide retiree medical 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 January 1, 2007 as follows:
- a. 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.
 - b. 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.
 - c. If the retiree is not eligible for any other insurance from any other employer or from the retiree's spouse.
 - d. 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.

e. If the retiree retires on or after January 1, 2007 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.

D. The Borough shall continue to provide a full family dental plan covering employees and their dependents. Effective March 1, 2002 the dental coverage shall be provided by Delta Dental. 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 Union shall be advised of any such decision and shall be given a copy of all such insurance information.

E. The Borough shall provide as an additional medical coverage, at the Borough's sole expense and cost, a full family prescription drug insurance plan for all full-time employees covered by this Agreement. Effective upon execution of this contract, said prescription program shall have a \$5.00 co-payment provision and a \$3.00 co-payment provision for generic drugs and shall be equivalent to the "Great West Life Plan I, including dependents". 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.

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

ARTICLE XXV

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 the employee's spouse, child, step-child, legal ward, foster child, grandchild, father, mother, step-father, step-mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and any other relative residing in the employee's household.

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 employee's supervisor prior to the time set for the employee to begin the employee's daily schedule. Failure to so notify the employee's supervisor 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. An employee who is absent for five (5) consecutive days or more and does not notify the employee's 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 Civil Service Rules.

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. 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. An employee who shall be absent on sick leave for three (3) 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 certificate shall be necessary for a period of six (6) months.

H. The Borough may require proof of illness of an employee or member of the immediate family, as defined in Paragraph B, in such leave, whenever, in the sole discretion of the Borough Administrator, such requirement appears reasonable. Abuse of sick leave shall be cause of disciplinary action.

I. 1. 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 employee shall sign all necessary releases, including HIPAA, to allow the Borough to obtain such records. Failure of an employee to comply with this provision shall be cause for disciplinary action.

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

J. Effective January 1, 1998 a sick leave incentive program will be added as follows. Employees will be eligible for additional compensation under a lottery system if they meet the following sick leave usage criteria.

- (1) \$100 per calendar month for those employees having no sick days in that month.
- (2) \$200 per calendar quarter for those employees having no more than 1 sick day in that quarter.
- (3) \$500 per calendar year for those employees having no more than 5 sick days in that year.

K. Effective January 1, 2001 the sick leave buy back program will be modified as follows. Employees who, both after participating in the within sick leave buy back program, would have a sick leave balance of more than 50 days and who used six (6) or fewer sick days in a calendar year will be eligible to be paid for up to 100% of the difference between 15 days and the actual number of sick days taken in that year. Payment shall be made at the rate for the year earned. This option must be exercised within the first fifteen (15) days of the calendar year for the immediately preceding calendar year. Under no circumstances shall an employee be permitted to participate in said program if, as the result of participating in same, the employee's balance of sick leave would result in less than fifty (50) days sick leave time in the employee's account on the books. Any employee wishing to participate in this program shall submit

within the first fifteen (15) days of the calendar year a request to participate, stating eligibility and number of sick days desired to be paid, to the Borough Administrator or the Borough Administrator's designee with a photocopy to the Superintendent of Public Works. Any omission or failure to act in a manner consistent with this Article shall be deemed an affirmative waiver by the employee.

ARTICLE XXVI

TERMINAL PAYMENT

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

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

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

C. Employees who retire after January 1, 2002 shall be entitled to benefits set forth in Paragraph A above subject to the following maximum payments.

1. After 25 years of service, the maximum payment will be \$7,500.
2. After 30 years of service, the maximum payment will be \$10,000.

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

ARTICLE XXVII

PERSONAL DAYS

A. Employees with more than one (1) year of service may take four (4) personal days per year three (3) of which shall be charged against accumulated sick time. Employees must give the Superintendent of Public Works or designated representative twenty-four (24) hours notice (except in case of documented emergencies) 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.

B. A personal 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. 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 said personal leave days shall be non-cumulative.

D. Personal days taken under this article shall not be calculated in determining eligibility for benefits under Article XXV J. and K. (Sick Leave).

ARTICLE XXVII

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 Superintendent of Public Works or designated representative and approval is granted by the Mayor and Council.

B. The leave of absence shall not exceed thirty (30) days. The decision as to whether or not to grant a leave of absence without pay in accordance with this Article shall be within the sole and absolute discretion of the Borough.

C. The employee shall submit in writing all facts bearing on the request to the Superintendent of Public Works or designated representative who shall append the Superintendent's recommendations and forward the request to the Borough Council through the Borough Administrator. An application for an unpaid leave pursuant to this Article shall be submitted at least thirty (30) days prior to the effective date of the proposed leave except in the case of emergencies. The Borough Council shall consider each case on its merits and without establishing a precedent.

D. This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Borough. Normally, it shall be granted only when the employee has used the employee's accumulated sick and vacation leave in the

case of illness or the employee's vacation leave if leave without pay is requested for reasons other than illness.

E. At the expiration of such leave, the employee shall be returned to the position from which the employee is on leave and will receive as of the date of the employee's return all benefits the employee would have received had the employee not taken the leave.

F. Seniority shall be retained and shall accumulate during all leaves.

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

H. The employee shall sign a statement that during the period of the leave of absence, the employee shall not engage in any paid outside employment. False representation in this regard will be cause for termination.

ARTICLE XXIX

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 (1) 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 up to five (5) consecutive working days leave with pay, one (1) of which shall be either the day of death or the day of the funeral, whichever the employee chooses, if the funeral is held outside the State. Proper notification shall be given to the Superintendent of Public Works 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 the employee's spouse, child, step-child, legal ward, foster child, grandchild, father, mother, step-father, step-mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and any other relative residing in the employee's household.

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 Superintendent of Public Works or Borough Administrator in the Superintendent's 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 at the option of the employee.

ARTICLE XXX

JURY LEAVE

A. Any full time employee covered under this Agreement shall be excused from the employee's employment on all days the employee is required to be present in court in response to a summons for jury service.

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

ARTICLE XXXI
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 Superintendent of Public Works prior to requesting such leave.

B. Military Training Leave:

1. Except as limited herein, a full time employee 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, and who is required to undergo military field training for a period of up to two (2) weeks, upon request, may, per relevant, applicable law, be granted leave of absence with pay to take part in such training.

2. The employee must provide a certified copy of orders for military training to the Superintendent of Public Works prior to

requesting leave for such training.

3. 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.

4. 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.

5. 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 XXXII

MATERNITY LEAVE

A. In addition to any leave granted to an employee in accordance with the Family Medical Leave Act, a leave of absence without pay may be granted up to three (3) months at the sole discretion of the Borough.

B. The employee has the option of using accumulated sick leave and/or earned vacation leave while the employee is on maternity leave. Absences in excess of available sick and vacation will be treated as leave without pay.

ARTICLE XXXIII

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 Worker's Compensation Statutes or any policy or Worker's Compensation insurance applicable to the said employee.

B. The employee shall present evidence that the employee 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 the employees' own independent physician, contends that the employee 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 and such finding by the Division of Worker's 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 Worker's 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 for more than eight (8) consecutive calendar days due to an accident, illness or injury compensable under the Worker's Compensation Statutes or any policy or Worker's Compensation insurance applicable to the said employees 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 the employee's regular pay and any compensation, disability or other payments received from other services provided by the Borough. At the Borough's option,

the employee shall either surrender and deliver the entire compensation payment(s) in which case the Borough shall issue a check for the employee's full salary; or the Borough shall pay the employee the difference between the employee's 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 recredited 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 HIPAA, to allow the Borough to obtain such records. Failure of an employee to comply with this provision shall be cause for disciplinary action.

ARTICLE XXXIV

FULLY BARGAINED PROVISIONS

A. 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 XXXV

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 Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXXVI

TERMINATION AND EXTENSION OF AGREEMENT

A. The term of this Agreement shall be from January 1, 2005 through December 31, 2011 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.

IN WITNESS WHEREOF, the parties hereto have entered their hands and seal this day of 2006.

BOROUGH OF RUTHERFORD
BERGEN COUNTY, NEW JERSEY

ATTEST:

MARY P. KRISTON, BOROUGH CLERK

BERNADETTE P. MCPHERSON, MAYOR

TIMOTHY F. STAFFORD, BOROUGH ADM.

WITNESS:

LOCAL 108, Public Employee Division
RWDSU, UFCW

LOCAL 108 REPRESENTATIVE

CARMINE COPPOLA, SHOP STEWARD

DAVID A. SCHMIDT, ASST. SHOP STEWARD

APPENDIX "A"

The job titles covered by this Agreement are as follows:

1. Police & Fire Signal System Repairer & Electrician
2. Senior Maintenance Repairer
3. Senior Maintenance Repairer-Mason
4. Mechanic
5. Tree Surgeon
6. Police & Fire Signals System Repairer
7. Equipment Operator
8. Equipment Operator-Parks
9. Tree Climber
10. Truck Driver
11. Omnibus Operator
12. Mechanical Repairer Helper
13. Recreation Maintenance Worker
14. Laborer, Heavy
15. Maintenance Repairer
16. Park Caretaker
17. Building Maintenance Worker
18. Laborer

Appendix "B"

PUBLIC WORKS DEPARTMENT

DESCENDING LIST - FULL-TIME POSITIONS