

**AGREEMENT**  
**BETWEEN THE BOROUGH OF RUTHERFORD**  
**AND**  
**RUTHERFORD EMPLOYEES' UNION**  
**AFSCME COUNCIL 52, LOCAL 2420**

January 1, 2004 through December 31, 2007

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PREAMBLE

This AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the BOROUGH OF RUTHERFORD, in the COUNTY OF BERGEN, STATE OF NEW JERSEY, a Municipal Corporation of the State of New Jersey, hereinafter called the “Borough”, and AFSCME COUNCIL 52, LOCAL 2420, hereinafter called 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 non-supervisory employees specifically enumerated by job title in Appendix “A”, excluding all Public Works, Shade Tree and Recreation employees, policemen, confidential employees, managerial executives and supervisors within the meaning of the New Jersey Employer-Employee Relations Act of 1968.

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

C. There shall be no discrimination, interference, or coercion by the Borough of any of its agents against the employees represented by the Union because of membership or activity in the

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

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

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

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

## ARTICLE II

### DUES CHECK-OFF

A. Upon presentation to the Borough of a dues check-off card signed by individual employees, the Borough will deduct from such employees' bi-weekly salaries the amount set forth on said dues check-off authorization card. Thereafter, the Borough will as soon as practicable, forward a check in the amount of all dues withheld for this purpose to AFSCME Council 52, 516 Johnston Avenue, Jersey City, New Jersey 07304.

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

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

### ARTICLE III

#### ASSOCIATION REPRESENTATIVES

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

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

1. The investigation and presentation of the grievances in accordance with the provisions of the collective bargaining agreement; and,
2. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers.

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

D. The Council Union Representative of Council 52 shall be notified by the Union Representative and attend meetings the Union deems necessary.

ARTICLE IV

CONDUCTING UNION BUSINESS

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

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

C. The Union will notify the Borough of the two (2) Authorized Representatives selected from the bargaining unit. Only the Authorized Representatives and Council 52 Representative may confer with management on grievances or other matters of mutual interest.

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

ARTICLE V

COLLECTIVE NEGOTIATING PROCEDURE

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

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

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) (not more than one (1) from each department) will be excused from their Borough work assignments by the Borough provided their absence will not seriously interfere with the Borough's operations.

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

## ARTICLE VI

### MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment and assignment and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express

terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

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

## ARTICLE VII

### EMPLOYEE RIGHTS

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

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

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

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

## ARTICLE VIII

### MAINTENANCE OF WORK OPERATIONS

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

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

## ARTICLE IX

### GRIEVANCE PROCEDURE

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

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

#### 1. STEP ONE

In the event that any employee covered by this Agreement has a grievance, within three (3) working days of the occurrence of the event being grieved, the employee shall discuss it informally with the immediate supervisor. The supervisor shall decide the grievance within two (2) working days after the grievance is first presented to him/her.

## 2. STEP TWO

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

## 3. STEP THREE

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

## 4. STEP FOUR-ARBITRATION

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

Arbitrator shall be final and binding upon both parties. The expense of such arbitration shall be borne equally by the parties.

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

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

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

ARTICLE X

HOURS OF WORK

A. The standard weekly work schedule for all full time employees except the Police Radio Dispatcher and Parking Violations Officers shall consist of thirty-five (35) hours from Monday through Friday inclusive. The basic work day shall consist of seven (7) hours per day exclusive of a one (1) hour lunch period.

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

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

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

ARTICLE XI

OVERTIME

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

B. It is recognized that the needs of the Borough may require overtime work beyond the employee's standard schedule. The amount of and the schedule for such overtime shall be

established by the Borough, and employees shall work such overtime as scheduled unless excused by the Borough.

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

Time and one-half (1½) for authorized overtime worked in excess of thirty-five (35) hours in one (1) week.

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

Time and one-half (1½) for authorized overtime worked in excess of forty (40) hours in one (1) week.

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

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

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

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

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

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

## ARTICLE XII

### SALARIES

A. Salary increases over the life of the contract for those employees covered by this Agreement shall be as follows:

Effective January 1, 2004 – 2% increase to the salary schedule

Effective July 1, 2004 – 1.75% increase to the salary schedule

Effective January 1, 2005 – 2% increase to the salary schedule

Effective July 1, 2005 – 1.75% increase to the salary schedule

Effective January 1, 2006 – 2% increase to the salary schedule

Effective July 1, 2006 – 1.75% increase to the salary schedule

Effective January 1, 2007 – 2% increase to the salary schedule

Effective July 1, 2007 – 1.75% increase to the salary schedule

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

C. CLOTHING ALLOWANCES

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

Parking Enforcement Officer-\$525.00

Police Radio Dispatcher-\$425.00

Fire Prevention Specialists-\$525.00

ARTICLE XIII

LONGEVITY

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

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

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

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

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

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

ARTICLE XIV

HOLIDAYS

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

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

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

C. Employees are required to work the last day 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.

ARTICLE XV

VACATIONS

A. Subject to New Jersey Department of Personnel laws, rules and regulations, when applicable, and consistent with existing practice, employees shall be granted the following annual leave for vacation purposes with pay:

One (1) working day for the initial month of employment if the employee begins work on the 1<sup>st</sup> through the 15<sup>th</sup> of the month; one-half (½) working day for the initial month of employment if the employee begins work on the 16<sup>th</sup> through the 31<sup>st</sup> of the month.

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

B. Any employee retiring in good standing with not less than 20 and not more than 25 years of service shall be entitled to the following vacation benefit in the final year: 50% of vacation leave if active service ends before July 1; 100% of vacation leave if active service ends after July 1.

ARTICLE XVI

MEDICAL COVERAGE

A. The Borough will provide and pay for health insurance for employees and their eligible dependents covered by this Agreement who work twenty (20) or more hours per week. The Borough shall provide a coverage plan under a Point of Service (P.O.S.) managed care plan provided by the carrier of the Borough's choosing.

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

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

1. Said insurance will be provided to employees who retire on or before December 31, 2002, 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;
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 the spouse, unless the spouse has insurance coverage, or as set forth below;

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

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

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

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 "D" to this Agreement. The Borough shall bear the full cost of the plan, except that the Borough's obligation shall be capped as of the amount paid by the Borough as of December 31, 2001. 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.

F. The Borough shall provide as an additional medical coverage, at the Borough's sole cost and expense, a full-family prescription drug insurance plan for all full-time employees covered by this Agreement. Said prescription program shall have Five (\$5.00) Dollar co-payment provision for brand name drugs and a Three (\$3.00) Dollar co-payment provision for generic drugs and shall be equivalent to the "Great West Life Plan I, including dependents". Effective January 1, 2005, said co-pays will increase to Ten (\$10.00) Dollar co-payment provision for brand name drugs and a Five (\$5.00) Dollar co-payment provision for generic drugs. 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.

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

H. Each employee may voluntarily elect, effective January 1, 2002, to reduce the medical insurance directly provided by the Borough for the employee and/or his/her family in order to avoid dual coverage by the Borough and the employee's spouse. The employee has the option to reduce his/her number of family members covered (i.e. from family coverage to single coverage or husband/wife coverage or no coverage, if applicable) to a lower coverage status than the maximum provided. If the employee elects to reduce the coverage provided by the Borough, the employee shall receive twenty (20%) percent of the difference between the original coverage and reduced coverage which shall not be less than one (1) calendar year, except under exigent circumstances. The employee shall, prior to the receipt of such payment, provide certification of spousal insurance coverage. If the employee returns during the year, he/she shall only be entitled to a pro-rata portion of the savings in question. The employee may return to previous coverage status by providing the

Borough at least ninety (90) calendar days written notice prior to the open enrollment period to the Administrator requesting coverage, except under exigent circumstances.

## ARTICLE XVII

### SICK LEAVE

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

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

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

D. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose. All sick leave heretofore accumulated shall not be impaired by this Agreement, and said accumulated days shall be carried forward during the term of this Agreement.

E. A sick day shall be charged for an absence of more than four (4) hours or one-half (1/2) day for an absence of less than four (4) hours. No refund of vacation time shall be allowed due to illness incurred while on vacation time.

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

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

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

### ARTICLE XVIII

#### TERMINAL PAYMENT

Upon an employee's regular retirement, disability retirement or resignation, the employee shall be entitled to time off as follows:

1. Twenty-five percent (25%) of all remaining accumulated sick days after twenty (20) years of service subject to a maximum value of \$2,750.00.
2. Fifty percent (50%) of all remaining accumulated sick days after twenty-five (25) years of service subject to a maximum value of \$5,500.00.
3. Seventy-five (75%) of all remaining accumulated sick days after thirty (30) years of service subject to a maximum value of \$8,250.00.

ARTICLE XIX

PERSONAL DAYS

A. Employees may take three (3) personal days per year, one (1) of which shall be charged against accumulated sick time. Employees must give their Department Head forty-eight (48) hours notice of their intention to take a personal day and must receive approval to ensure that the Borough has adequate personnel on hand to perform all necessary functions, except in case of emergency.

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

C. Personal leave time under this Article shall be granted in units of not less than four (4) hours for each occasion.

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

ARTICLE XX

INJURED ON DUTY

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

1. Presents evidence that he/she is unable to work in the form of a certificate from a reputable physician forwarded to the Borough Clerk within 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.
2. Submits upon requests to examination by a physician appointed by the Borough or the insurance carrier of the Borough.

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

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

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

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

## ARTICLE XXI

### LEAVE OF ABSENCE

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

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

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

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

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

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

1. An “eligible employee” means an employee of the Borough who has worked for the Borough for at least twelve (12) months for a minimum of either 1,000 base hours (NJFLA) or 1,250 hours (FMLA). Twelve (12) months will be set from both the twelve (12) months provisions to the commencement of a leave and/or the twelve (12) months commencing from the beginning of the leave itself.

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

- a. birth of a child of the employee;
- b. the placement of a child for adoption/foster care;
- c. serious health condition of an employee’s family member; and/or,

d. employee's own serious health condition which makes the employee unable to do his/her job (FMLA only).

e. For purposes of this Article:

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

(2) Serious health condition is defined as:

(a) inpatient care in a hospital, hospice or residential care facility (NJFLA/FMLA);

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

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

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

(3) calendar days or for prenatal care.

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

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

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

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

ARTICLE XXII

FUNERAL LEAVE

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

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

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

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

ARTICLE XXIII

JURY LEAVE

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

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

#### ARTICLE XXIV

#### MILITARY LEAVE

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

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

#### ARTICLE XXV

#### EDUCATIONAL INCENTIVE

A. Effective January 1, 1992, each employee covered under this Agreement who shall earn an AAS degree from an accredited college or university in a field of study related to the job title and duties performed by the employee shall, upon proper notification and proof to the Borough receive an increment, in addition to all other wage and benefits provided in this Agreement, in the amount of One Thousand (\$1,000.00) Dollars per year.

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

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

ARTICLE XXVI

EVALUATIONS

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

ARTICLE XXVII

MISCELLANEOUS

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

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

C. The Employer agrees there will be no aid, promotion or financing of any other labor group or financing of any other labor group or organization which purports to engage in collective bargaining on the part of the employee or those designated as his representatives or subordinate staff for any purpose and that the payroll deduction of dues for any such other organization shall not be permitted.

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

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

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

#### ARTICLE XXVIII

##### PRESERVATION OF BENEFITS AND OBLIGATIONS

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

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

#### ARTICLE XXIX

##### FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXX

SAVINGS CLAUSE

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

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

ARTICLE XXXI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2004 and shall remain in effect to and including December 31, 2007 without any reopening date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at

Rutherford, New Jersey on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:

BOROUGH OF RUTHERFORD  
BERGEN COUNTY, NEW JERSEY

\_\_\_\_\_  
Mary P. Kriston, Borough Clerk

\_\_\_\_\_  
Bernadette P. McPherson, Mayor

\_\_\_\_\_  
Timothy Stafford, Borough Administrator

WITNESS:

AFSCME COUNCIL 52, LOCAL 2420

## APPENDIX "A"

Administrative Clerk-Rent Board

Administrative Secretary

Assessing Clerk

Assistant Construction Official

Building Inspector/Field Representative, Property Improvement/Zoning Officer

Building Sub-Code Official

Cashier

Clerk (part-time)

Clerk Typist

Code Enforcement Officer Trainee

Data Entry Machine Operator

Deputy Municipal Clerk

Deputy Court Administrator

Electrical Sub-Code Official (part-time)

Fire Inspector/Fire Alarm Signal Technician (part-time)

Fire Prevention Specialist

Fire Signal Service Technician I (part-time)

Parking Enforcement Officer

Plumbing Sub-Code Official (part-time)

Principal Account Clerk

Principal Assessing Clerk

Principal Clerk

Police Radio Dispatcher

Purchasing Assistant

Recreation Aide

Recreation Supervisor

Secretarial Assistant

Senior Cashier

Senior Clerk

Teacher Aide

Teacher, Early Childhood Education

Technical Assistant to Construction Official

Violations Clerk

Wire Signal System Technician (part-time)

APPENDIX B

WHITE COLLAR

EFFECTIVE JANUARY 1, 2004

DESCENDING LIST – FULL TIME EMPLOYEES

<u>Base Rate</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>Maximum Rate</u>
<u>“B”</u>					<u>“M”</u>
\$49,462	\$52,829	\$56,196	\$59,563	\$62,930	\$66,300
Assistant Construction Official					
\$35,755	\$39,180	\$42,607	\$46,036	\$49,462	\$52,888
Fire Prevention Specialist Building Inspector/Field Representative, Property Improvement/Zoning Officer					
\$32,629	\$36,499	\$40,373	\$44,245	\$48,096	\$51,991
Administrative Secretary Secretarial Assistant					
\$31,826	\$34,872	\$37,916	\$40,962	\$44,008	\$47,053
Principal Account Clerk Code Enforcement Officer Trainee					
\$30,313	\$33,222	\$36,130	\$39,037	\$41,946	\$44,855
Principal Clerk Principal Assessing Clerk Deputy Court Administrator Recreation Supervisor Technical Assistant to Construction Official					

	\$29,207	\$32,017	\$34,827	\$37,639	\$40,451	\$43,264
Assessing Clerk						
Purchasing Assistant						
Police Radio Dispatcher						
Senior Clerk						
Senior Cashier						
	\$28,338	\$31,057	\$33,777	\$36,497	\$39,217	\$41,935
Cashier						
	\$27,634	\$29,967	\$32,301	\$34,635	\$36,969	\$39,302
Parking Enforcement Officer						
	\$26,724	\$27,622	\$28,519	\$29,417	\$30,314	\$31,212
Electrical Sub-Code Official						
	\$26,790	\$28,795	\$30,800	\$32,803	\$34,809	\$36,812
Clerk Typist						
Violations Clerk						
	\$17,085	\$17,585	\$18,052	\$18,519	\$19,010	\$19,450
Teacher, Early Childhood Education						

Part-Time Positions  
Descending List

	\$6,852	\$7,261	\$7,669	\$8,077	\$8,486	\$8,892
Plumbing Sub-Code Official						
	\$4,415	\$4,719	\$5,022	\$5,327	\$5,632	\$5,938
Building Sub-Code Official						
	\$14.69	\$15.11	\$15.50	\$15.92	\$16.32	\$16.72
Data Entry Machine Operator (per hour)						
	\$13.13	\$13.73	\$14.32	\$14.90	\$15.50	\$16.10
Recreation Aide (per hour)						
	\$7,927	\$8,160	\$8,377	\$8,595	\$8,822	\$9,027
Teacher Aide						
	\$9.60	\$11.74	\$13.87			\$16.00
Clerk (per hour)						
	\$16.00					\$16.00
Fire Inspector/Fire Alarm Signal Technician (per hour)						
	\$15.30					\$15.30
Fire Signal System Technician I (per hour)						

EFFECTIVE JULY 1, 2004  
DESCENDING LIST- FULL TIME EMPLOYEES

	\$50,328	\$53,754	\$57,179	\$60,605	\$64,031	\$67,460
Assistant Construction Official						
	\$36,381	\$39,866	\$43,353	\$46,842	\$50,328	\$53,814
Fire Prevention Specialist Building Inspector/Field Representative, Property Improvement/Zoning Officer						
	\$33,200	\$37,138	\$41,080	\$45,019	\$48,938	\$52,901
Administrative Secretary Secretarial Assistant						
	\$32,383	\$35,482	\$38,580	\$41,679	\$44,778	\$47,876
Principal Account Clerk Code Enforcement Officer Trainee						
	\$30,843	\$33,803	\$36,762	\$39,720	\$42,680	\$45,640
Principal Clerk Principal Assessing Clerk Deputy Court Administrator Recreation Supervisor Technical Assistant to Construction Official						
	\$29,718	\$32,577	\$35,436	\$38,298	\$41,159	\$44,021
Assessing Clerk Purchasing Assistant Police Radio Dispatcher Senior Clerk Senior Cashier						
	\$28,834	\$31,600	\$34,368	\$37,136	\$39,903	\$42,669
Cashier						
	\$28,118	\$30,491	\$32,866	\$35,241	\$37,616	\$39,990
Parking Enforcement Officer						

	\$27,192	\$28,105	\$29,018	\$29,932	\$30,844	\$31,758
Electrical Sub-Code Official						
	\$27,259	\$29,299	\$31,339	\$33,377	\$35,418	\$37,456
Clerk Typist Violations Officer						
	\$17,384	\$17,893	\$18,368	\$18,843	\$19,343	\$19,790
Teacher, Early Childhood Education						
			Part-Time Positions Descending List			
	\$6,972	\$7,388	\$7,803	\$8,218	\$8,635	\$9,048
Plumbing Sub-Code Official						
	\$4,492	\$4,802	\$5,110	\$5,420	\$5,731	\$6,042
Building Sub-Code Official						
	\$14.95	\$15.37	\$15.77	\$16.20	\$16.61	\$17.01
Data Entry Machine Operator (per hour)						
	\$13.36	\$13.97	\$14.57	\$15.16	\$15.77	\$16.38
Recreation Aide (per hour)						
	\$8,066	\$8,303	\$8,524	\$8,745	\$8,976	\$9,185
Teacher Aide						
	\$9.77	\$11.95	\$14.11			\$16.28
Clerk (per hour)						
	\$16.28					\$16.28
Fire Inspector/Fire Alarm Signal Technician (per hour)						

\$15.57

\$15.57

Fire Signal System Technician I (per hour)

EFFECTIVE JANUARY 1, 2005  
DESCENDING LIST-FULL TIME EMPLOYEES

\$51,335    \$54,829    \$58,323    \$61,817    \$65,312    \$68,809

Assistant Construction Official

\$37,109    \$40,663    \$44,220    \$47,779    \$51,335    \$54,890

Fire Prevention Specialist

Building Inspector/Field Representative, Property Improvement/Zoning Officer

\$33,864    \$37,881    \$41,902    \$45,919    \$49,916    \$53,959

Administrative Secretary

Secretarial Assistant

\$33,031    \$36,192    \$39,352    \$42,512    \$45,674    \$48,834

Principal Account Clerk

Code Enforcement Officer Trainee

\$31,460    \$34,479    \$37,497    \$40,514    \$43,534    \$46,553

Principal Clerk

Principal Assessing Clerk

Deputy Court Administrator

Recreation Supervisor

Technical Assistant to Construction Official

\$30,312    \$33,229    \$36,145    \$39,064    \$41,982    \$44,901

Assessing Clerk

Purchasing Assistant

Police Radio Dispatcher

Senior Clerk

Senior Cashier

\$29,411    \$32,232    \$35,055    \$37,879    \$40,701    \$43,522

Cashier

	\$28,680	\$31,100	\$33,523	\$35,946	\$38,368	\$40,790
Parking Enforcement Officer						
	\$27,736	\$28,667	\$29,598	\$30,531	\$31,461	\$32,393
Electrical Sub-Code Official						
	\$27,804	\$29,885	\$31,966	\$34,045	\$36,126	\$38,205
Clerk Typist Violations Officer						
	\$17,732	\$18,251	\$18,735	\$19,220	\$19,730	\$20,185
Teacher, Early Childhood Education						
			Part-Time Positions Descending List			
	\$7,111	\$7,536	\$7,959	\$8,382	\$8,808	\$9,229
Plumbing Sub-Code Official						
	\$4,582	\$4,898	\$5,212	\$5,528	\$5,846	\$6,163
Building Sub-Code Official						
	\$15.25	\$15.68	\$16.09	\$16.52	\$16.94	\$17.35
Data Entry Machine Operator (per hour)						
	\$13.63	\$14.25	\$14.86	\$15.46	\$16.09	\$16.71
Recreation Aide (per hour)						
	\$8,227	\$8,469	\$8,694	\$8,920	\$9,156	\$9,369
Teacher Aide						
	\$9.97	\$12.19	\$14.39			\$16.61
Clerk (per hour)						

\$16.61 \$16.61

Fire Inspector/Fire Alarm Signal Technician (per hour)

\$15.88 \$15.88

Fire Signal System Technician I (per hour)

Effective July 1, 2005  
DESCENDING LIST- FULL TIME EMPLOYEES

\$52,233 \$55,789 \$59,344 \$62,899 \$66,455 \$70,013

Assistant Construction Official

\$37,758 \$41,375 \$44,994 \$48,615 \$52,233 \$55,851

Fire Prevention Specialist

Building Inspector/Field Representative, Property Improvement/Zoning Officer

\$34,457 \$38,544 \$42,635 \$46,723 \$50,790 \$54,903

Administrative Secretary

Secretarial Assistant

\$33,609 \$36,825 \$40,041 \$43,256 \$46,473 \$49,689

Principal Account Clerk

Code Enforcement Officer Trainee

\$32,011 \$35,082 \$38,153 \$41,223 \$44,296 \$47,368

Principal Clerk

Principal Assessing Clerk

Deputy Court Administrator

Recreation Supervisor

Technical Assistant to Construction Official

\$30,842 \$33,811 \$36,778 \$39,748 \$42,717 \$45,687

Assessing Clerk

Purchasing Assistant

Police Radio Dispatcher

Senior Clerk

Senior Cashier



\$10.14	\$12.40	\$14.64			\$16.90
Clerk (per hour)					

\$16.90					\$16.90
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Fire Inspector/Fire Alarm Signal Technician (per hour)

\$16.16					\$16.16
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Fire Signal System Technician I (per hour)

Effective January 1, 2006  
DESCENDING LIST- FULL TIME EMPLOYEES

\$53,278	\$56,905	\$60,531	\$64,157	\$67,784	\$71,413
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Assistant Construction Official

\$38,513	\$42,203	\$45,894	\$49,587	\$53,278	\$56,968
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Fire Prevention Specialist

Building Inspector/Field Representative, Property Improvement/Zoning Officer

\$35,146	\$39,315	\$43,488	\$47,657	\$51,806	\$56,001
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Administrative Secretary

Secretarial Assistant

\$34,281	\$37,562	\$40,842	\$44,121	\$47,402	\$50,683
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Principal Account Clerk

Code Enforcement Officer Trainee

\$32,651	\$35,784	\$38,916	\$42,047	\$45,182	\$48,315
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Principal Clerk

Principal Assessing Clerk

Deputy Court Administrator

Recreation Supervisor

Technical Assistant to Construction Official



	\$14.15	\$14.79	\$15.42	\$16.04	\$16.70	\$17.34
Recreation Aide (per hour)						
	\$8,538	\$8,789	\$9,023	\$9,258	\$9,502	\$9,724
Teacher Aide						
	\$10.34	\$12.65	\$14.93			\$17.24
Clerk (per hour)						
	\$17.24					\$17.24
Fire Inspector/Fire Alarm Specialist (per hour)						
	\$16.48					\$16.48
Fire Signal System Technician I (per hour)						

Effective July 1, 2006  
DESCENDING LIST – FULL TIME EMPLOYEES

	\$54,210	\$57,901	\$61,590	\$65,280	\$68,970	\$72,663
Assistant Construction Official						
	\$39,187	\$42,942	\$46,697	\$50,455	\$54,210	\$57,965
Fire Prevention Specialist Building Inspector/Field Representative, Property Improvement/Zoning Officer						
	\$35,761	\$40,003	\$44,249	\$48,491	\$52,713	\$56,981
Administrative Secretary Secretarial Assistant						
	\$34,881	\$38,219	\$41,557	\$44,893	\$48,232	\$51,570
Principal Account Clerk Code Enforcement Officer Trainee						

	\$33,222	\$36,410	\$39,597	\$42,783	\$45,973	\$49,161
Principal Clerk						
Principal Assessing Clerk						
Deputy Court Administrator						
Recreation Supervisor						
Technical Assistant to Construction Official						
	\$32,010	\$35,091	\$38,171	\$41,253	\$44,333	\$47,417
Assessing Clerk						
Purchasing Assistant						
Police Radio Dispatcher						
Senior Clerk						
Senior Cashier						
	\$31,059	\$34,037	\$37,018	\$40,001	\$42,980	\$45,959
Cashier						
	\$30,287	\$32,842	\$35,401	\$37,960	\$40,517	\$43,075
Parking Enforcement Officer						
	\$29,289	\$30,273	\$31,256	\$32,241	\$33,223	\$34,207
Electrical Sub-Code Official						
	\$29,362	\$31,559	\$33,757	\$35,952	\$38,149	\$40,345
Clerk Typist						
Violations Officer						
	\$18,725	\$19,272	\$19,784	\$20,296	\$20,835	\$21,316
Teacher, Early Childhood Education						

Part-Time Positions  
DESCENDING LIST

	\$7,509	\$7,958	\$8,405	\$8,852	\$9,301	\$9,747
Plumbing Sub-Code Official						
	\$4,858	\$5,173	\$5,504	\$5,838	\$6,173	\$6,508
Building Sub-Code Official						
	\$16.11	\$16.55	\$16.99	\$17.45	\$17.89	\$18.32
Data Entry Machine Operator (per hour)						
	\$14.40	\$15.05	\$15.69	\$16.32	\$16.99	\$17.64
Recreation Aide (per hour)						
	\$8,687	\$8,943	\$9,181	\$9,420	\$9,688	\$9,894
Teacher Aide						
	\$10.52	\$12.87	\$15.19			\$17.54
Clerk (per hour)						
	\$17.54					\$17.54
Fire Inspector/Fire Alarm Specialist (per hour)						
	\$16.77					\$16.77
Fire Signal System Technician I (per hour)						

Effective January 1, 2007  
DESCENDING LIST- FULL TIME EMPLOYEES

	\$55,294	\$59,059	\$62,822	\$66,586	\$70,349	\$74,116
Assistant Construction Official						
	\$39,971	\$43,801	\$47,631	\$51,464	\$55,294	\$59,124
Fire Prevention Specialist Building Inspector/Field Representative, Property Improvement/Zoning Officer						
	\$36,476	\$40,803	\$45,134	\$49,461	\$53,767	\$58,121
Administrative Secretary Secretarial Assistant						
	\$35,579	\$38,983	\$42,388	\$45,791	\$49,197	\$52,601
Principal Account Clerk Code Enforcement Officer Trainee						
	\$33,886	\$37,138	\$40,389	\$43,639	\$46,892	\$50,144
Principal Clerk Principal Assessing Clerk Deputy Court Administrator Recreation Supervisor Technical Assistant to Construction Official						
	\$32,650	\$35,793	\$38,934	\$42,078	\$45,220	\$48,365
Assessing Clerk Purchasing Assistant Police Radio Dispatcher Senior Clerk Senior Cashier						
	\$31,680	\$34,718	\$37,758	\$40,801	\$43,840	\$46,878
Cashier						
	\$30,893	\$33,499	\$36,109	\$38,719	\$41,327	\$43,937
Parking Enforcement Officer						

\$29,875	\$30,878	\$31,881	\$32,886	\$33,887	\$34,891
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Electrical Sub-Code Official

\$29,949	\$32,190	\$34,432	\$36,671	\$38,912	\$41,152
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Clerk Typist  
Violations Officer

\$19,100	\$19,657	\$20,180	\$20,702	\$21,252	\$21,742
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Teacher, Early Childhood Education

Part-Time Positions  
DESCENDING LIST

\$7,659	\$8,117	\$8,573	\$9,029	\$9,487	\$9,942
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Plumbing Sub-Code Official

\$4,955	\$5,276	\$5,614	\$5,955	\$6,296	\$6,638
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Building Sub-Code Official

\$16.43	\$16.88	\$17.33	\$17.80	\$18.25	\$18.69
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Data Entry Machine Operator (per hour)

\$14.69	\$15.35	\$16.00	\$16.65	\$17.33	\$17.99
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Recreation Aide (per hour)

\$8,861	\$9,122	\$9,365	\$9,608	\$9,882	\$10,092
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Teacher Aide

\$10.73	\$13.13	\$15.49			\$17.89
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Clerk (per hour)

\$17.89					\$17.89
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Fire Inspector/Fire Alarm Specialist (per hour)

\$17.11

\$17.11

Fire Signal System Technician I (per hour)

Effective July 1, 2007  
DESCENDING LIST- FULL TIME EMPLOYEES

\$56,262    \$60,093    \$63,921    \$67,751    \$71,580    \$75,413

Assistant Construction Official

\$40,670    \$44,568    \$48,465    \$52,365    \$56,262    \$60,159

Fire Prevention Specialist

Building Inspector/Field Representative, Property Improvement/Zoning Officer

\$37,114    \$41,517    \$45,924    \$50,327    \$54,708    \$59,138

Administrative Secretary

Secretarial Assistant

\$36,202    \$39,665    \$43,130    \$46,592    \$50,058    \$53,522

Principal Account Clerk

Code Enforcement Officer Trainee

\$34,479    \$37,788    \$41,096    \$44,403    \$47,713    \$51,022

Principal Clerk

Principal Assessing Clerk

Deputy Court Administrator

Recreation Supervisor

Technical Assistant to Construction Official

\$33,221    \$36,419    \$39,615    \$42,814    \$46,011    \$49,211

Assessing Clerk

Purchasing Assistant

Police Radio Dispatcher

Senior Clerk

Senior Cashier

\$32,234    \$35,326    \$38,419    \$41,515    \$44,607    \$47,698

Cashier

	\$31,434	\$34,085	\$36,741	\$39,397	\$42,050	\$44,706
Parking Enforcement Officer						
	\$30,398	\$31,418	\$32,439	\$33,462	\$34,480	\$35,502
Electrical Sub-Code Official						
	\$30,473	\$32,753	\$35,035	\$37,313	\$39,593	\$41,872
Clerk Typist Violations Officer						
	\$19,434	\$20,001	\$20,533	\$21,064	\$21,624	\$22,122
Teacher, Early Childhood Education						
			Part-Time Positions DESCENDING LIST			
	\$7,793	\$8,259	\$8,723	\$9,187	\$9,653	\$10,116
Plumbing Sub-Code Official						
	\$5,042	\$5,368	\$5,712	\$6,059	\$6,406	\$6,754
Building Sub-Code Official						
	\$16.72	\$17.18	\$17.63	\$18.11	\$18.57	\$19.02
Data Entry Machine Operator (per hour)						
	\$14.95	\$15.62	\$16.28	\$16.94	\$17.63	\$18.30
Recreation Aide (per hour)						
	\$9,016	\$9,282	\$9,529	\$9,776	\$10,055	\$10,269
Teacher Aide						
	\$10.92	\$13.36	\$15.76			\$18.20
Clerk (per hour)						
	\$18.20					\$18.20

Fire Inspector/Fire Alarm Specialist (per hour)

\$17.41

\$17.41

Fire Signal System Technician I (per hour)

## APPENDIX "C"

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

### 1. BASIC BENEFITS

Covers: Preventative  
Diagnostic  
Oral Surgery  
General Anesthesia  
Restorative  
Endodontic  
Periodontic

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

### 2. PROSTHODONTIC BENEFITS

Covers: Bridges  
Dentures

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

### 3. ORTHODONTIC BENEFITS:

Covers: Procedures  
Appliances

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