




MUNICIPAL BUILDING  
**BOROUGH OF RUTHERFORD**

**MARGARET M. SCANLON, RMC**  
**BOROUGH CLERK**

**TO:** Ryland Batchelor, Union Representative  
**FROM:** Margaret Scanlon, Borough Clerk   
**DATE:** April 15, 2021  
**RE:** **PUBLIC WORKS CONTRACT**  
**January 1, 2020 through December 31, 2024**

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Attached please find one original of the fully executed agreement between the Borough of Rutherford and Local 108, Public Employee Division RWDSU, UFCW, AFL-CIO, CLC. This agreement is for the period of January 1, 2020 through December 31, 2024. Kindly distribute appropriately.

Should you have any questions feel free to contact me.

cc: R. Kakoleski, Administrator (via email)  
G. Stelter, CFO (via email)  
Bruno & Ferraro, Borough Attorney (via email)

Attachment

**A G R E E M E N T**

Between

**THE BOROUGH OF RUTHERFORD**

and

**Local 108, PUBLIC EMPLOYEE DIVISION RWDSU, UFCW**

January 1, 2020 through December 31, 2024

Update: April 15, 2021

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**PREAMBLE**

THIS AGREEMENT made as of the 15<sup>th</sup> day of April, 2021 by, and between the BOROUGH OF RUTHERFORD a municipality in the County of Bergen and State of New Jersey, hereinafter, referred to as the "Borough" and 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.

C. Pursuant to the New Jersey Employer-Employee Relations Act, as Amended, effective July 1, 1980 all non-members included in the Certification shall pay to the Union a representation fee in lieu of dues for services rendered by the union in amount equivalent to the regular members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments as provided by N.J.S.A 34:13A-5.5.

D. The Union shall Indemnify, defend and save the Borough harmless against any and all claims, demands and suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon the Union in supplying to it

information concerning the names of the employees and the amount of dues to be deducted.

### **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 ten (10) 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. (1) 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.

**(2) If in the event management determines a new or existing service requires an alternate work schedule, then a new eight (8) hour workday schedule can be established.**

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. 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 the face recognition system when reporting on and off duty. Employees shall not, under any circumstances, attempt to login for anyone but themselves. 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 **period** 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 forty (40) hours in any one (1) week, excluding sick leave.
- 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 except for those employees regularly scheduled to work on Sunday.

3. Double time and one half for work performed on a holiday. **"Holiday" is defined as the day observed by the Borough when offices are closed.** 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 (3) three months, unless the superintendant

requests an additional 30 day period. Notice of the request for extension shall be given to the employee, shop steward and the union prior to the expiration of the initial (3)month probationary period. 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 borough will proceed in accordance with Civil Service regulations in effect as promulgated by the N.J. Civil Service Commission at the time the rehiring commences. ~~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 one hundred twenty (120) **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 Laborer 1, the individual shall be assigned to the labor pool and further assigned by the DPW Superintendent to best serve the department and maximize the employee's work production. ~~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 laborer 1 personnel 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 as well as the Department of Civil Service 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: 1/1/20: 2.0%, 1/1/21: 1.75%, 1/1/22: 2.00%, 1/1/23: 1.75%, 1/1/24: 2.00%. 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-September 30th~~ of any year shall not be entitled to any increment until January 1st of the second year of their employment.

D. All employees ~~hired prior to May 2, 2013 shall be placed in the five (5) step salary guide contained in Appendix B. New hires~~ who began employment after May 2, 2013 and all new hires shall be placed in an (8) step salary guide contained in Appendix B-1.

#### 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. has been removed)

**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 **pensionable salary** 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 **(1)one light jacket, (1)one heavy jacket,** five (5) shirts, and Five (5) 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 **Five Hundred (\$500.00) 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. Each employee will be issued this clothing allowance by separate check no later than March 31 of each calendar year of this agreement.

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. **If not permitted to work, then the employee'S status will be ABSENT WITHOUT PAY**

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.

**G. Any employee, covered by this agreement, who successfully obtains a Class B Commercial Driver's License after January 1, 2020 will be reimbursed by the borough the Commercial Lerner Permit fee upon proof of payment.**

#### **ARTICLE XXII**

##### **HOLIDAYS**

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

New Years Day

Martin Luther King's Birthday

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve (1/2 day)

Holidays - Continued

Christmas Day

New Year's Eve (1/2 day)

Employee's Birthday (in lieu of Election 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

All employees hired after ~~the ratification~~ **January 1, 2016** ~~this contract~~ will be subject to civil service minimums pertaining to vacation leave in accordance with N.J.S.A. 11A:6-3, as set forth as follows:

11A:6-3. Vacation leave; full time political subdivision employees. Vacation leave for full-time political subdivision employees shall be at least:

- a. Up to one year of service, one working day for each month of service;



- b. After one year and up to 10 years of continuous service, 12 working days;
- c. After 10 years and up to 20 years of continuous service, 15 working days;
- d. After 20 years of continuous service, 20 working days; and
- e. Vacation not taken in a given year because of business demands shall accumulate and be granted during the next succeeding year only; except that vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the appointing authority until, pursuant to a plan established by the employee's appointing authority and approved by the commission; the leave is used or the employee is compensated for that leave, which shall not be subject to collective negotiation or collective bargaining.

Amended 2001, c. 270, s.2; 2008, c. 29, s.53.

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

E. Any employee retiring or separating from the Borough in good standing shall be entitled to their earned vacation benefit.

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

G. 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.

H. 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.

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

J. 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.

**K.** 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.

**L.** 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.

**M.** 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**

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

A. The Borough will provide and pay **its share** for health insurance for employees and their eligible dependents covered by this Agreement who work 25 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. The Union reserves the right to contest a change to their medical plan made prior to the inception of this agreement in the event that they consider such change to be inferior to a previous plan.

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

1. 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 June 28, 2011 as follows:

A.(1) RETIREE MEDICAL COVERAGE

Upon retirement for qualifying full-time employees, the Borough will continue the employee and his/her current spouse, civil union partner and/or eligible dependents, if the employee so chooses, the medical, dental and prescription insurance plans offered by the Borough subject to the following:

- a. The employee must retire from the Borough with twenty-five (25) years in PERS or at least fifteen (15) years with the Borough after reaching age 62.
- b. Any employee having 20 or more years of service on or before 6/28/11 who thereafter reaches 25 years of service shall not be obligated to contribute toward their retirement healthcare benefits.

c. Employees who pay retirement Health Benefits

CNA covered employees pay c. 78 standard contribution in retirement for retiree health benefits if;

- They reach the 40A:10-23 (62/15 threshold after 6/28/11 or after expiration of contract.

Except for employees choosing deferred retirement as they are not eligible for employer paid health benefits in retirement.

- d. If the employee is employed by a firm that offers a medical plan, he must choose that plan, and upon the effective date of that plan, be removed from the Borough's plan.

- e. This benefit shall cease when the employee reaches age sixty-five (65) or becomes eligible for Medicare, whichever occurs first.
- f. Retirees' contributions towards their health benefits shall be consistent with P.L. 2011 Chapter 78, dated June 28, 2011 or the future health benefit laws of the State of New Jersey governing public employees retirement benefits.
- g. The Borough shall maintain 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. \$100.00 per calendar month for those employees having no sick days in that month.

2. \$200.00 per calendar quarter for those employees having no more than 1 sick day in that quarter.

3. \$500.00 per calendar year for those employees having no more than 5 days in that year.

## ARTICLE XXVI

### TERMINAL PAYMENT

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

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 \$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 permanent employee working 20

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

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

Public Employers' Responsibilities:

- (a) Employees must be excused for any period of military service including drills, annual training, and other active duty
- (b) Provide military leave to public employee members of the National Guard or Reserves. Members of the NJ National Guard are entitled to paid military leave for up to 90 workdays each year.
- (c) Members of the reserves are entitled to paid military leave for up to 30 workdays each year. Employees must be permanent, at-will, or Full-Time Temporary.

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

4. Any military pay received by the employee while on military training leave may be retained by the employee and shall

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

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

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

## **ARTICLE 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 re-credited to the employee's sick leave accrual balance.
3. In the event eligibility for payment is denied by the Workers Compensation Division, the employee shall be eligible to utilize sick leave accruals, if any,

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

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

J. Medical Proofs - In order to limit the obligation of the Borough for each work connected injury, the Borough may require the employee to furnish medical proof or submit to medical examination by the Borough at its expense to determine whether an injury is compensable under this Section. All records from any such examination shall be the property of the Borough and the employee shall sign all necessary releases, including 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, 2020 through December 31, 2024 and its terms and conditions effective with its commencement.

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

IN WITNESS WHEREOF, the parties hereto have entered their hands and seal this 15<sup>th</sup> day of April, 2021.

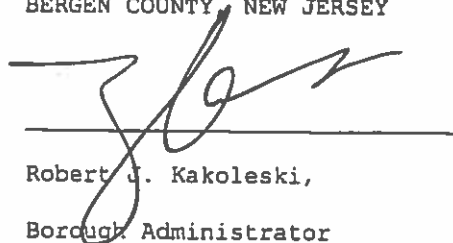
BOROUGH OF RUTHERFORD

BERGEN COUNTY, NEW JERSEY

ATTEST:



Margaret Scanlon, BOROUGH CLERK



Robert J. Kakoleski,  
Borough Administrator

WITNESS:

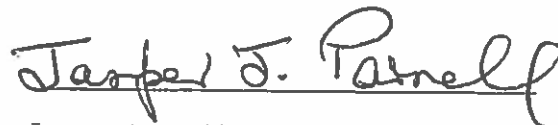


Ryland Batchelor

LOCAL 108 REPRESENTATIVE



Dennis Gentile, Shop Steward



Jasper Parnell

Local 108, Public Employee Division

RWDSU, UFCW

Appendix "A"

The job titles covered by the Agreement are as follows:

Position

Building Maintenance Worker

Equipment Operator

Equipment Operator Parks

Laborer 1

Laborer 2

Maintenance Repairer

Maintenance Worker 1 Grounds

Maintenance Worker 2 Grounds

Mechanic

Mechanic Repair Helper

Meter Collector

Omnibus Operator

Police and Fire Signal System Repairer

Police and Fire Signal System Repair Electrician

Police and Fire Signal System Tech 1

Senior Maintenance Repairer

Senior Maintenance Repair Mason

Supervisor of Trees

Tree Climber

Tree Maintenance Worker 2

Tree Maintenance Worker 3

Tree Surgeon

Truck Driver

**ORDINANCE NO. 3547-21**

**AN ORDINANCE TO AMEND AND SUPPLEMENT AN ORDINANCE ENTITLED "AN ORDINANCE REGULATING THE EMPLOYMENT, TENURE AND DISCHARGE OF CERTAIN OFFICERS AND EMPLOYEES OF THE BOROUGH OF RUTHERFORD, UNDER THE PROVISIONS OF THE CIVIL SERVICE ACT (TITLE 11, N.J. REV. STAT.) OF NEW JERSEY**

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF RUTHERFORD:

Section 1. That Ordinance No. 3543-21 ENTITLED "an Ordinance Regulating the Employment, Tenure and Discharge of Certain officers and Employees of the Borough of Rutherford, under the provisions of the Civil Service Act (Title 11, N.J. Rev. Stat.) of New Jersey" be and the same is hereby amended and supplemented to include the following provisions, salary rates and effective dates:

**2020-2024**

**PUBLIC WORKS DEPARTMENT**

**DESCENDING LIST - FULL TIME POSITIONS**

**ASSISTANT PUBLIC WORKS SUPERINTENDENT**

	<u>Raise</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
<b>2019</b>		\$71,451	\$74,708	\$77,965	\$81,223	\$84,480	\$87,739	\$90,995	\$94,252
<b>2020</b>	2.00%	\$72,880	\$76,202	\$79,524	\$82,847	\$86,170	\$89,494	\$92,815	\$96,137
<b>2021</b>	1.75%	\$74,155	\$77,536	\$80,916	\$84,297	\$87,678	\$91,060	\$94,439	\$97,819
<b>2022</b>	2.00%	\$75,638	\$79,087	\$82,534	\$85,983	\$89,432	\$92,881	\$96,328	\$99,775
<b>2023</b>	1.75%	\$76,962	\$80,471	\$83,978	\$87,488	\$90,997	\$94,506	\$98,014	\$101,521
<b>2024</b>	2.00%	\$78,501	\$82,080	\$85,658	\$89,238	\$92,817	\$96,396	\$99,974	\$103,551



**TREE MAINTENANCE SUPERVISOR**  
**SUPERVISOR, PUBLIC WORKS**  
**SUPERVISOR OF GARAGE SERVICES**  
**SUPERVISOR OF TREES**  
**MAINTENANCE SUPERVISOR, GROUNDS**

	<u>Raise</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
<b>2019</b>		\$53,873	\$58,510	\$63,146	\$67,784	\$72,417	\$77,054	\$81,689	\$86,330
<b>2020</b>	2.00%	\$54,950	\$59,680	\$64,409	\$69,140	\$73,865	\$78,595	\$83,323	\$88,057
<b>2021</b>	1.75%	\$55,912	\$60,724	\$65,536	\$70,350	\$75,158	\$79,970	\$84,781	\$89,598
<b>2022</b>	2.00%	\$57,030	\$61,938	\$66,847	\$71,757	\$76,661	\$81,569	\$86,477	\$91,390
<b>2023</b>	1.75%	\$58,028	\$63,022	\$68,017	\$73,013	\$78,003	\$82,996	\$87,990	\$92,989
<b>2024</b>	2.00%	\$59,189	\$64,282	\$69,377	\$74,473	\$79,563	\$84,656	\$89,750	\$94,849

**ASSISTANT SUPERVISOR OF MAINTENANCE REPAIR**  
**POLICE & FIRE SIGNAL SYSTEM REPAIRER - ELECTRICIAN**  
**SENIOR MAINTENANCE REPAIRER**  
**SENIOR MAINTENANCE REPAIRER - MASON**  
**SENIOR RECREATION MAINTENANCE WORKER**  
**MECHANIC**  
**TREE SURGEON**  
**MAINTENANCE WORKER 2 GROUNDS**  
**TREE MAINTENANCE WORKER 3**

	<u>Raise</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
<b>2019</b>		\$52,101	\$55,751	\$59,402	\$63,052	\$66,703	\$70,353	\$74,003	\$77,654
<b>2020</b>	2.00%	\$53,143	\$56,866	\$60,590	\$64,313	\$68,037	\$71,760	\$75,483	\$79,207
<b>2021</b>	1.75%	\$54,073	\$57,861	\$61,650	\$65,438	\$69,228	\$73,016	\$76,804	\$80,593
<b>2022</b>	2.00%	\$55,154	\$59,018	\$62,883	\$66,747	\$70,613	\$74,476	\$78,340	\$82,205
<b>2023</b>	1.75%	\$56,119	\$60,051	\$63,983	\$67,915	\$71,849	\$75,779	\$79,711	\$83,644
<b>2024</b>	2.00%	\$57,241	\$61,252	\$65,263	\$69,273	\$73,286	\$77,295	\$81,305	\$85,317

**POLICE & FIRE SIGNAL SYSTEM TECH 1  
POLICE & FIRE SIGNAL SYSTEM REPAIRER**

	<u>Raise</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
2019		\$50,941	\$54,385	\$57,824	\$61,263	\$64,703	\$68,145	\$71,585	\$75,025
2020	2.00%	\$51,960	\$55,473	\$58,980	\$62,488	\$65,997	\$69,508	\$73,017	\$76,526
2021	1.75%	\$52,869	\$56,444	\$60,012	\$63,582	\$67,152	\$70,724	\$74,295	\$77,865
2022	2.00%	\$53,926	\$57,573	\$61,212	\$64,854	\$68,495	\$72,138	\$75,781	\$79,422
2023	1.75%	\$54,870	\$58,581	\$62,283	\$65,989	\$69,694	\$73,400	\$77,107	\$80,812
2024	2.00%	\$55,967	\$59,753	\$63,529	\$67,309	\$71,088	\$74,868	\$78,649	\$82,428

**EQUIPMENT OPERATOR  
EQUIPMENT OPERATOR PARKS**

	<u>Raise</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
2019		\$50,491	\$53,765	\$57,040	\$60,313	\$63,590	\$66,862	\$70,137	\$73,413
2020	2.00%	\$51,501	\$54,840	\$58,181	\$61,519	\$64,862	\$68,199	\$71,540	\$74,881
2021	1.75%	\$52,402	\$55,800	\$59,199	\$62,596	\$65,997	\$69,392	\$72,792	\$76,191
2022	2.00%	\$53,450	\$56,916	\$60,383	\$63,848	\$67,317	\$70,780	\$74,248	\$77,715
2023	1.75%	\$54,385	\$57,912	\$61,440	\$64,965	\$68,495	\$72,019	\$75,547	\$79,075
2024	2.00%	\$55,473	\$59,070	\$62,669	\$66,264	\$69,865	\$73,459	\$77,058	\$80,657

**TREE MAINTENANCE WORKER 2  
TREE CLIMBER**

	<u>Raise</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
2019		\$50,231	\$53,001	\$55,773	\$58,542	\$61,314	\$64,085	\$66,855	\$69,625
2020	2.00%	\$51,236	\$54,061	\$56,888	\$59,713	\$62,540	\$65,367	\$68,192	\$71,018
2021	1.75%	\$52,133	\$55,007	\$57,884	\$60,758	\$63,634	\$66,511	\$69,385	\$72,261
2022	2.00%	\$53,176	\$56,107	\$59,042	\$61,973	\$64,907	\$67,841	\$70,773	\$73,706
2023	1.75%	\$54,107	\$57,089	\$60,075	\$63,058	\$66,043	\$69,028	\$72,012	\$74,996
2024	2.00%	\$55,189	\$58,231	\$61,277	\$64,319	\$67,364	\$70,409	\$73,452	\$76,496

**TRUCK DRIVER  
MAINTENANCE REPAIRER**

	<u>Raise</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
2019		\$50,188	\$52,921	\$55,657	\$58,389	\$61,123	\$63,857	\$66,589	\$69,321
2020	2.00%	\$51,192	\$53,979	\$56,770	\$59,557	\$62,345	\$65,134	\$67,921	\$70,707
2021	1.75%	\$52,088	\$54,924	\$57,763	\$60,599	\$63,436	\$66,274	\$69,110	\$71,944
2022	2.00%	\$53,130	\$56,022	\$58,918	\$61,811	\$64,705	\$67,599	\$70,492	\$73,383
2023	1.75%	\$54,060	\$57,002	\$59,949	\$62,893	\$65,837	\$68,782	\$71,726	\$74,667
2024	2.00%	\$55,141	\$58,142	\$61,148	\$64,151	\$67,154	\$70,158	\$73,161	\$76,160

**OMNIBUS OPERATOR  
MECHANIC REPAIRER HELPER**

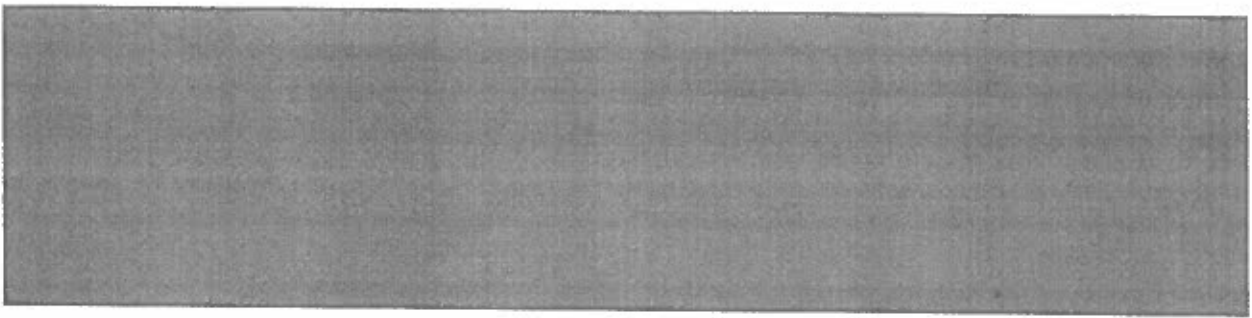
	<u>Raise</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
2019		\$46,745	\$49,519	\$52,293	\$55,065	\$57,839	\$60,613	\$63,387	\$66,161
2020	2.00%	\$47,680	\$50,509	\$53,339	\$56,166	\$58,996	\$61,825	\$64,655	\$67,484
2021	1.75%	\$48,514	\$51,393	\$54,272	\$57,149	\$60,028	\$62,907	\$65,786	\$68,665
2022	2.00%	\$49,484	\$52,421	\$55,357	\$58,292	\$61,229	\$64,165	\$67,102	\$70,038
2023	1.75%	\$50,350	\$53,338	\$56,326	\$59,312	\$62,301	\$65,288	\$68,276	\$71,264
2024	2.00%	\$51,357	\$54,405	\$57,453	\$60,498	\$63,547	\$66,594	\$69,642	\$72,689

**MAINTENANCE WORKER 1 GROUNDS  
RECREATION MAINTENANCE WORKER  
TREE MAINTENANCE WORKER 1**

	<u>Raise</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
2019		\$43,049	\$46,335	\$49,618	\$52,903	\$56,188	\$59,473	\$62,757	\$66,042
2020	2.00%	\$43,910	\$47,262	\$50,610	\$53,961	\$57,312	\$60,662	\$64,012	\$67,363
2021	1.75%	\$44,678	\$48,089	\$51,496	\$54,905	\$58,315	\$61,724	\$65,132	\$68,542
2022	2.00%	\$45,572	\$49,051	\$52,526	\$56,003	\$59,481	\$62,958	\$66,435	\$69,913
2023	1.75%	\$46,370	\$49,909	\$53,445	\$56,983	\$60,522	\$64,060	\$67,598	\$71,136
2024	2.00%	\$47,297	\$50,907	\$54,514	\$58,123	\$61,732	\$65,341	\$68,950	\$72,559

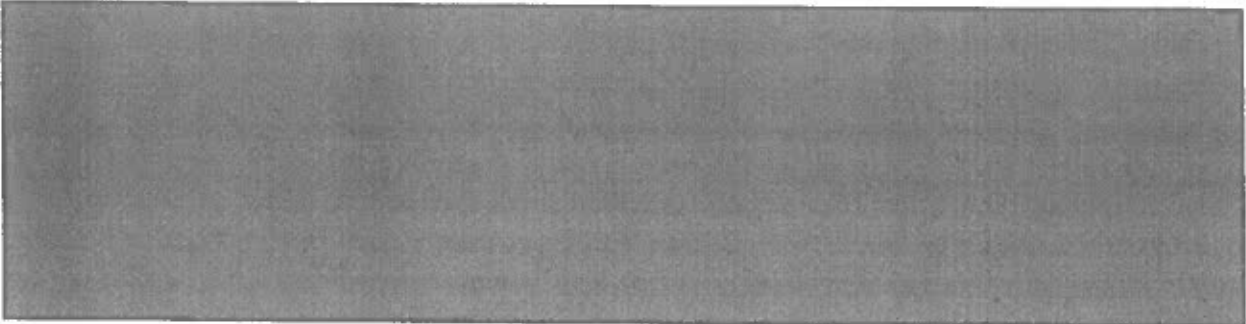
**LABORER 2  
HEAVY LABORER**

	<u>Raise</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
<b>2019</b>		\$45,092	\$47,736	\$50,379	\$53,022	\$55,666	\$58,310	\$60,952	\$63,595
<b>2020</b>	2.00%	\$45,994	\$48,691	\$51,387	\$54,082	\$56,779	\$59,476	\$62,171	\$64,867
<b>2021</b>	1.75%	\$46,799	\$49,543	\$52,286	\$55,028	\$57,773	\$60,517	\$63,259	\$66,002
<b>2022</b>	2.00%	\$47,735	\$50,534	\$53,332	\$56,129	\$58,928	\$61,727	\$64,524	\$67,322
<b>2023</b>	1.75%	\$48,570	\$51,418	\$54,265	\$57,111	\$59,959	\$62,807	\$65,653	\$68,500
<b>2024</b>	2.00%	\$49,541	\$52,446	\$55,350	\$58,253	\$61,158	\$64,063	\$66,966	\$69,870



**LABORER 1  
LABORER  
BUILDING MAINTENANCE WORKER  
METER WORKER 1**

	<u>Raise</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
<b>2019</b>		\$42,206	\$44,692	\$47,178	\$49,666	\$52,151	\$54,639	\$57,124	\$59,614
<b>2020</b>	2.00%	\$43,050	\$45,586	\$48,122	\$50,659	\$53,194	\$55,732	\$58,266	\$60,806
<b>2021</b>	1.75%	\$43,803	\$46,384	\$48,964	\$51,546	\$54,125	\$56,707	\$59,286	\$61,870
<b>2022</b>	2.00%	\$44,679	\$47,312	\$49,943	\$52,577	\$55,208	\$57,841	\$60,472	\$63,107
<b>2023</b>	1.75%	\$45,461	\$48,140	\$50,817	\$53,497	\$56,174	\$58,853	\$61,530	\$64,211
<b>2024</b>	2.00%	\$46,370	\$49,103	\$51,833	\$54,567	\$57,297	\$60,030	\$62,761	\$65,495



**SUPERVISOR - SANITATION  
SUPERVISOR - ROADS AND SEWER**

	<u>Raise</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
2019		\$67,900	\$70,532	\$73,165	\$75,797	\$78,433	\$81,065	\$83,698	\$86,330
2020	2.00%	\$69,258	\$71,943	\$74,628	\$77,313	\$80,002	\$82,686	\$85,372	\$88,057
2021	1.75%	\$70,470	\$73,202	\$75,934	\$78,666	\$81,402	\$84,133	\$86,866	\$89,598
2022	2.00%	\$71,879	\$74,666	\$77,453	\$80,239	\$83,030	\$85,816	\$88,603	\$91,390
2023	1.75%	\$73,137	\$75,973	\$78,808	\$81,643	\$84,483	\$87,318	\$90,154	\$92,989
2024	2.00%	\$74,600	\$77,492	\$80,384	\$83,276	\$86,173	\$89,064	\$91,957	\$94,849

**ATTEST:**

**BOROUGH OF RUTHERFORD**

Margaret M. Scanlon, Borough Clerk

Frank Nunziato, Mayor

I hereby certify the foregoing to be a true copy of an ordinance adopted by the Mayor and Council at a meeting held March 8, 2021.

Margaret M. Scanlon, Borough Clerk