SIDEBAR AGREEMENT

June

This Sidebar Agreement is made this <u>17th</u> day of May, 2016, by and between the **BOROUGH OF RIVER EDGE** (the "Borough") and **LOCAL 108, PUBLIC EMPLOYEE DIVISION, RWDSU** (the "Blue Collar Unit").

WHEREAS, the Borough of River Edge and the Blue Collar Unit are parties to a collective negotiations agreement effective from January 1, 2015 through December 31, 2018; and

WHEREAS, pursuant to Article 10 (Vacation Leave) of the collective negotiations agreement, members of the Blue Collar Unit are afforded the ability accumulate one-half (1/2) of their annual vacation leave, not to exceed twenty (20) days per employee from year to year; and

WHEREAS, three (3) members of the Blue Collar Unit carried over more than the permissible amount of vacation leave in contravention with the collective negotiations agreement; and

WHEREAS, the Borough seeks to afford these three (3) members the ability to exhaust their overage in accumulated vacation leave; and

WHEREAS, the parties to this Agreement wish to reach a full and final resolution of this matter.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Borough and the Blue Collar Unit hereby agree as follows:

- 1. The following employees have an overage in accumulated vacation leave in contravention with the collective negotiations agreement:
 - a. Mr. Duarte: 2015 Vacation Carry Over 37 3/8
 -17 3/8 Vacation Days Overage
 - b. Mr. Schultz: 2015 Vacation Carry Over 41 4/8
 -21 4/8 Vacation Days Overage
 - c. Mr. Tarpey: 2015 Vacation Carry Over 60
 -40 Vacation Days Overage
- 2. The above-referenced employees (Duarte, Schultz and Tarpey) (hereinafter collectively referred to as "the employees") shall be required to exhaust their respective vacation leave overages. The employees shall be afforded until December 31, 2018 to exhaust their vacation leave overage as set forth in paragraph 1 above. If the employees do not exhaust all of their vacation leave overage prior to

December 31, 2018, the employees shall forfeit any remaining unused vacation leave overage.

- 3. The employees shall request to use their vacation leave overages in the same manner as all other vacation leave; which is more specifically set forth in the collective negotiations agreement, Article 10.
- 4. The Blue Collar Unit agrees and acknowledges that its bargaining unit employees shall be required to follow the terms of the collective negotiations agreements, including but not limited to the limitation of vacation leave accumulation as set forth in Article 10, Section 13.
- 5. This Sidebar Agreement is entered into with the understanding that it is without precedent and shall not be referred to in any other case or matter between the Borough, Blue Collar Unit or any employee of the Borough. Additionally, this Sidebar Agreement is entered into with the understanding that it shall not constitute a practice between the parties.

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BOROUGH OF RIVER EDGE

Edward J. Mignone Mayor

Dated:

LOCAL 108, PUBLIC EMPLOYEE DIVISION

RWDSU BLUE COLLAR UNIT

Stephanie Evans, RMC

Dated: June 17, 2016