

AGREEMENT

Between

BOROUGH OF EAST RUTHERFORD

And

EAST RUTHERFORD DEPARTMENT OF  
PUBLIC WORKS EMPLOYEES

FOR THE PERIOD

JANUARY 1, 2008 THROUGH DECEMBER 31, 2011

THIS AGREEMENT, entered into this 1<sup>st</sup> day of January 2008, by and between THE BOROUGH OF EAST RUTHERFORD a municipal corporation of the State of New Jersey, located at 1 Everett Place in the Borough of East Rutherford, New Jersey (hereinafter referred to as the "Borough"), and the EAST RUTHERFORD DEPARTMENT OF PUBLIC WORKS EMPLOYEES, located at 1 Everett Place in the Borough of East Rutherford, New Jersey (hereinafter referred to as the "Employees"), represents the complete and final understanding on all negotiable issues between the Borough and the Employees.

1. The Borough recognized the Employees as the exclusive collective negotiations agent for the full-time employees of the East Rutherford Department of Public Works.
2. Except to the extent expressly modified by a specific provision of the Agreement, the Borough reserves and retains solely and exclusively all its statutory and common law rights to manage the operations of all employees as such rights existed prior to the execution of this or any other agreement with said employees. It is not the intention of the Borough, however, to waive any defense it may have to any clause herein which purports to contravene any statute now existing or hereafter adopted which declares such matter to be non-negotiable.

The Borough retains the rights invested or conferred upon it pursuant to laws and the constitution of the United States Government and the Government of the State of New Jersey, including, but without limiting, the generality of the foregoing, the following rights:

- A. The executive, management and administrative control of the East Rutherford Government and its properties and facilities and the activities of its employees.
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment and/or assignment and to provide for continued employment or transfers, subject to qualifications and ability to perform the work necessary.
- C. To suspend, demote, discharge or take other disciplinary action for the good and just cause according to law.
- D. The exercise of the forgoing powers, rights, authority, duty and responsibility of the Borough of East Rutherford, 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 the Agreement, and then only to the extent such specific and express terms hereof are in conformance with Constitution and laws of New Jersey and of the United States.

**3. A. WORK HOURS**

1. The workweek will be from Monday through Friday, both inclusive and shall comprise of five days of eight hours each day.
2. The work schedule shall be as follows: 6:00 a.m. until 2:00 p.m. for garbage men on Monday, Tuesday, Thursday and Friday; 7:00 a.m. until 3:00 p.m. for garbage men on Wednesday; 7:00 a.m. until 3:00 p.m. for all other employees, Monday through Friday. All employees are entitled to one thirty minute break in the morning and one fifteen minute break in the afternoon.

**B. OVERTIME**

1. Overtime will be distributed as equitably as possible among Employees. An Employee shall be compensated at the rate of one and one-half times his/her hourly rate of pay for all time worked by him/her:
  - A. In excess of eight hours in any workday worked.
  - B. On the sixth workday of his/her workweek.
2. An Employee shall be compensated at the rate of two times his/her hourly rate of pay for all time worked by him/her on:
  - A. The seventh workday of his/her workweek.
  - B. Any holiday listed in Section 6.

**4. SALARIES**

1. Salaries for all employees shall be provided in accordance with Schedule as follows:

**WAGE TABLE:**

		<b>Currently</b>	<b>Change 2010</b>
Step 1	0-1 years	\$20,800.00	Same No Change
Step 2	1-2 years	\$22,880.00	Same No Change
Step 3	2-3 years	\$30,453.00	Same No Change
Step 4	3-4 years	\$33,498.00	\$36,498.00
Step 5	4-5 years	\$36,178.00	\$39,178.00
Step 6	5-6 years	\$39,072.00	\$42,072.00
Step 7	6-7 years	\$41,417.00	\$44,417.00
Step 8	7- years	\$43,902.00	\$46,902.00

**Wages - Annual Increase**

2008 - 3%  
2009 - 0%  
2010 - 3.5%  
2011 - 3.5%

## 5. VACATION

1. Vacation days for full-time Employees hired prior to January 1, 2005 shall be based on the following Schedule:

Years of Service Completed	Vacation to be Received
1 to 4 years	13 days
5 to 9 years	15 days
10 to 14 years	18 days
15 to 19 years	22 days
20 to 29 years	31 days
30 years & up	32 days

2. Vacation days for full-time Employees hired on or after January 1, 2005 shall be based upon the following schedule:

Years of Service Completed	Vacation to be Received
1 to 4 years	10 days
5 to 9 years	16 days
10 to 14 years	20 days
15 to 20 years	24 days
21 years & up	28 days

3. The anniversary date of last hire shall be the cutoff date for the purpose of qualifying for vacation.
4. A minimum of five days notice must be given to the Superintendent before an employee can use a vacation day.

## 6. HOLIDAYS

1. Employees will be given the following 12 paid holiday:

New Years Day	Columbus Day
Lincoln's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	Labor Day
Independence Day	Employee's Birthday

2. Holidays falling on Saturday will be observed on Friday, and holidays falling on Sunday will be observed on Monday.



## **7. SICK LEAVE**

### **A. Definition**

1. Sick days are provided by the Borough to its employees for their welfare and benefit during illness or sickness.
2. Sick leave time and/or sick days shall never be taken for personal reasons only in the event of illness.
3. Sick leave may be utilized by the employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.
4. If an Employee is absent for reasons that entitle him/her to sick leave, the supervisor shall be notified prior to the Employees starting time. 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.

### **B. Amount**

1. All employees of the Borough hired on or before December 31, 2004 are entitled to fifteen (15) days of sick leave per year, which may be accumulated year-to-year. All hires on or after January 1, 2005 shall be entitled to twelve (12) sick days per year.

### **C. Buy Back**

1. During this contract the Borough will buy back up to five unused sick days from an Employees previous year's allotment of sick days, at the request of the Employee upon notification from the Employee of its desire for the Borough to buy back the sick days.
2. Employees will not be able to buy back any accumulated banked sick time from any year except the immediately preceding year. An Employee's request to buy back accumulated banked sick time shall be made in writing to the Borough Clerk prior to March 1<sup>st</sup>. The Borough shall make payment to the Employee no earlier than September 30<sup>th</sup> of that year.

### **D. Verification**

1. An Employee who shall be absent on sick leave for three or more consecutive days shall be required to submit acceptable medical evidence substantiating the illness. The Borough may require proof of illness of an Employee on sick leave, whenever such requirements appear reasonable.
2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
3. Upon retirement, Employee shall be paid for all unused sick time not to exceed 120 days. There shall be no other "terminal leave" or similar payment.
4. The Borough may require an Employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the borough by a physician of the Borough's choice. Such examination shall establish whether the Employee is capable of performing his/her normal duties and that on the Employee's return he/she will not jeopardize the health of other Employees. The Employee must show medical evidence on returning to work.

## **E. Record Keeping**

1. The record keeping of sick day accumulation shall be the function of the Borough Clerk's Office. The record shall indicate sick days accumulated to date, sick days taken to date and sick days bought back by the Employee.
2. Every Employee has the right to the verification of his/her sick leave accumulation at any time. This request is to be made to his/her department head.

## **8. FUNERAL LEAVE**

1. Employees will be paid for lost time due to death in the immediate family for five working days. The immediate family shall include: spouse, child, mother, father, brother, sister, mother-in-law, father-in-law or grandparents.
2. Employees will be paid for one working day for death in the non-immediate family, such as brother-in-law, sister-in-law, aunt or uncle.

## **9. PERSONAL DAYS**

1. All full-time Work Employees shall receive three personal days to be used within each said calendar year. Personal days not used in a calendar year will be forfeited. Personal days cannot be taken directly before or after a holiday without the minimum of one week's notice to the superintendent.

## **10. TRAINING**

1. In-service training may be made available to all Employees of the Department of Public Works by the department head, supervisor or appropriate designee.
2. In-service training is defined as any time allocated by the department head, supervisor or appropriate designee to be used for the purpose of updating and maintaining professional skills, knowledge and performance of the employees.
3. In-service training shall also include service, training, schools, state university, or agencies or programs so designed that they are deemed to be of benefit to the employee and to the Borough.
4. Should the governing body determine that it will make such in-service training available, then, in that event, pertinent courses of instruction provided by these agencies (or programs) and available to the Employees of the Department of Public Works shall be posted so that all Employees of each respective department are made aware of the availability.
5. Any Employee interested in attending a course of instruction pertinent to his/her job shall indicate that desire by providing his/her signature under the courses of instruction posted on the bulletin board allotted to each respective department.

## **11. DISCIPLINE AND DISCHARGE**

1. Discharge and Discipline shall be in accordance with the Personnel Manual of the Borough of East Rutherford.



**12. MEDICAL - HEALTH INSURANCE**

**A. EYEGLOSS PLAN**

1. Each employee shall be entitled to be reimbursed for eye care in the amount of \$450.00 per family per year for the term of this Agreement.

**B. HEALTH INSURANCE**


- 1. The Employee shall be entitled to the current health insurance now in effect for all employees of the Borough of East Rutherford or its equivalent.
- 2. The Borough shall maintain a prescription plan with a co-payment of \$10.00.
- 3. Any Employee that has been employed by the Borough of East Rutherford for at least twenty-five (25) years, and who has reached the age of sixty (60), shall be entitled to a retirement package wherein the health insurance shall be continued for the Employee until the Employee reaches the age of sixty-five (65). Employees must meet both criteria to qualify.

**13. CLOTHING ALLOWANCE**


- 1. The Borough of East Rutherford shall continue the present policy to provide the Employees of the DPW with i.e. new work boots, and a class II winter jackets etc.
- 2. The Employees of the DPW are entitled to a \$200.00 clothing allowance per year. The clothing will be purchased utilizing a voucher system. The clothing eligible for purchase will be pants, t-shirts, sweatshirts, hooded sweatshirts, medium weight jackets and winter accessories i.e.; thermal wear ,gloves, hats, scarves and foul weather gear. The items and quantities will be at the employees discretion as long as they do not exceed the \$200.00 threshold.
- 3. Clothing and equipment deemed mandatory by the Borough shall be provided by the Borough of East Rutherford to the Employees of the DPW.

**14. TERM OF THE AGREEMENT:** This Agreement shall take effect on January 1, 2008 and remain in full force and effect through December 31, 2011. This Agreement shall remain in full force and effect until renewed based upon future negotiations between the parties.


Attest:

  
Danielle Lorenc, Borough Clerk

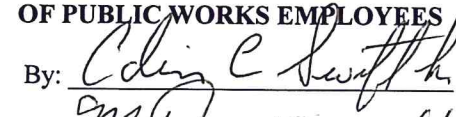
**BOROUGH OF EAST RUTHERFORD**

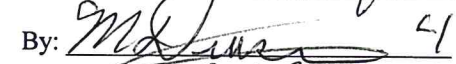
By:   
James L. Cassella, Mayor


Attest:

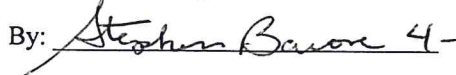
  
Danielle Lorenc, Borough Clerk

**EAST RUTHERFORD DEPARTMENT  
OF PUBLIC WORKS EMPLOYEES**

By:  4-12-10

By:  4-12-10

By:  4-12-10

By:  4-12-10

  
  
EX DATE 9/24/12

## Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2008 thru 12/31/2011.

Employer: Borough of East Rutherford

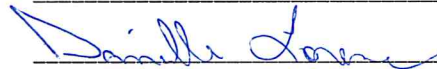
County: Bergen

Date: 9/25/2012

Name: Danielle Lorenc

Print Name

Title: RMC

  
Signature