

AGREEMENT

BETWEEN THE BOROUGH OF RUTHERFORD

AND

RUTHERFORD EMPLOYEES' UNION
AFSCME New Jersey, LOCAL 2420

January 1, 2024 through December 31, 2026

August 27, 2024

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PREAMBLE

This AGREEMENT entered into this 21th day of August 2024, by and between the BOROUGH OF RUTHERFORD, in the COUNTY OF BERGEN, STATE OF NEW JERSEY, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough", and AFSCME New Jersey, LOCAL 2420, hereinafter called the "Union", and members of said Union are collectively referred to as "employees" 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,

WHEREAS, the Borough and the Union have previously entered into an Agreement that expired December 31, 2023;

WHEREAS, the parties to this Agreement have reached a new understanding setting all bargainable issues between them;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

RECOGNITION

- A. The Borough recognizes the Union as the exclusive collective bargaining agent for the purpose of collective negotiation with respect to the terms and conditions of employment for all non-supervisory employees specifically enumerated by job title in Appendix "A", excluding all seasonal employees and temporary part-time employees who work less than six (6) months per calendar year, Public Works, Shade Tree, policemen, confidential employees, managerial

executives and supervisors within the meaning of the New Jersey Employer-Employee Relations Act of 1968.

- B. Whenever the term "Employee or Employees" is used herein it shall be construed to mean those employees covered by this Agreement.
- C. There shall be no discrimination, interference, or coercion by the Borough or any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union or any of its agents shall not intimidate or coerce employees into membership. Neither the Borough nor the Union shall discriminate against any employee because of race, creed, color, age, sex or national origin.
- D. No employee shall be compelled to join the Union, but shall have the option to voluntarily join said Union.
- E. It is hereby recognized and agreed that an employee shall have the right to withdraw from membership in the Union. In the exercise of that right, neither party nor any of its agents shall discriminate, coerce or otherwise interfere with the employees.
- F. Any new job classifications will be considered for inclusion in the bargaining unit by the Borough on a case-by-case basis with due consideration given to the duties of the position compared to work performed by employees in the bargaining unit. The Union shall be notified of all new job positions.
- G. The Borough recognizes the adoption of the New Jersey Workplace Democracy Enhancement Act for purposes of access to union members; negotiations obligations; union membership; unit work; and membership dues.

ARTICLE II

DUES CHECK-OFF

- A. Upon presentation to the Borough of a dues check-off card signed by individual employees, the Borough will deduct from such employees' bi-weekly salaries the amount set forth on said

dues check-off authorization card. Thereafter, the Borough will, as soon as practicable, forward a check in the amount of all dues withheld for this purpose to AFSCME New Jersey, 2653A White Horse Hamilton square Road, Hamilton, New Jersey 08690.

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

ARTICLE III

ASSOCIATION REPRESENTATIVES

- A. The Borough recognizes the right of the Union to designate two (2) representatives for the enforcement of this Agreement. The Union shall furnish the Borough, in writing, the names of the representatives and notify the Borough of any changes.
- B. The authority of the representatives so designated by the Union shall encompass the following duties and activities:
 - 1. The investigation and presentation of the grievances in accordance with the provision of the collective bargaining agreement; and,
 - 2. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers.
- C. Only one (1) designated Union representative shall be granted time with pay during working hours to investigate and seek to settle grievances with supervisor notification. Both representatives may attend all meetings and conferences on contract negotiations with Borough officials. Said time off shall be minimized to cause the least interference with the normal operations of the Borough.
- D. The Council Union Representative of AFSME New Jersey Local 2420 shall be notified by the Union Representative and attend meetings the Union deems necessary.

ARTICLE IV

CONDUCTING UNION BUSINESS

- A. No Union member or officer or authorized representative shall conduct any Union business on Borough time except as specified in this Agreement.
- B. No Union meeting shall be held on Borough time or use Borough facilities unless specifically authorized by the Borough. Permission for use of room will not be unreasonably denied.
- C. The Union will notify the Borough of the two (2) Authorized Representatives selected from the bargaining unit. Only the Authorized Representatives and Local 2420 Representative may confer with management on grievances or other matters of mutual interest.
- D. The Borough agrees that it will permit one of the Authorized Representatives to take a reasonable amount of time from the job to confer with management on, or to investigate grievances without loss of pay, provided prior arrangements to be executed are made with his or her supervisor. Said time off shall be minimized to cause the least interference with the normal operations of the Borough.

ARTICLE V

COLLECTIVE NEGOTIATING PROCEDURE

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

- A. Collective negotiating meetings shall be held at time and places mutually convenient at the request of either the Borough or the Union.
- B. In the event any negotiating meetings are scheduled during any part of the working day, employees of the Borough may be designated by the Union to participate in such negotiating meetings. Up to a maximum of two (2) (not more than one (1) from each department) will be excused from their Borough work assignments by the Borough provided their absence will not seriously interfere with the Borough's operations.

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

ARTICLE VI
MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment and assignment and to promote and transfer employees.
 3. To suspend, demote, discharge or take other disciplinary action for good cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under R.S. 40, 40A, and R.S. 11A, or any other national, state, county or local laws or ordinances.

ARTICLE VII

EMPLOYEE RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict any employee from such rights as he or she may have under New Jersey State Statutes or Civil Service Laws or other applicable laws or regulations. The rights granted to employees under this Article shall be deemed to be in addition to those provided elsewhere.
- B. No employee shall be discriminated against by the Borough on account of race, color, age, creed, sex, national origin or union activity.
- C. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not violate any local, state or federal law or interfere with duties and responsibilities of employment with the Borough.
- D. No reprisals of any kind shall be taken by the Borough or by any member of the administration against any party in interest, any representative, any member of the Union or any other participant in the grievance procedure by reason of such participation.

ARTICLE VIII

MAINTENANCE OF WORK OPERATIONS

- A. The parties agree that there shall be no lock-outs, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No officer or representative of the Union shall authorize, instigate, or condone such activity, nor shall any employee participate in such activity.
- B. It is understood that violation of the provisions of this Article may subject any employee participating in or condoning such activity to disciplinary action by the Borough. Such disciplinary action may include termination of employment or any other appropriate lesser form of discipline.

ARTICLE IX
GRIEVANCE PROCEDURE

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

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

1. STEP ONE

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

2. STEP TWO

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

3. STEP THREE

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

4. STEP FOUR

- a. If there is no satisfactory resolution of the "grievance" reached at Step Three, then the Union, and only the Union, may, within ten (10) working days, file for arbitration with the Public Employment Relations Commission (PERC) for selection of an Arbitrator. The Union shall not be allowed to assign the arbitrator request to the grievant or a representative of the grievant. The decision of the arbitrator shall be final and binding upon both parties. The expense of such arbitration shall be borne equally by the parties.
 - b. The Arbitrator shall have no authority to add to or subtract from the Agreement.
 - c. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) working days after the decision rendered by the Borough Administrator or the designee on the "grievance". Further, it is the intent of the parties that no matter in dispute that is subject to review and/or the decision on the New Jersey Civil Service Commission 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 Civil Service Commission review and decision.
- C. Any aggrieved employee covered by this Agreement may be represented at all stages of the grievance procedure by himself/herself or at his/her option by a representative selected or approved by the Union.

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

ARTICLE X
HOURS OF WORK

A. The standard weekly work schedule for all full-time employees shall consist of thirty-five (35) hours from Monday through Friday inclusive. The basic work-day shall consist of seven (7) hours per day exclusive of a one (1) hour lunch period. Employees hired for the position of Recreation Aide may work a non-Monday-Friday 8:30a-4:30p schedule, consisting of an evening shift and/or weekend shift schedule dependent on seasonal programming.

1. Employees will be given (48) forty-eight hours notice of when their schedules change, or a "seasonal" schedule.
2. Such schedule changes will not affect an employee's minimum hours.

Such schedule changes will be made to accommodate Borough programs that are not conducted during normal business hours and weekend recreational sports programs.

B. Permanent Part-Time Work: The Borough has the discretion to establish the work schedule for any permanent part-time employee to meet the needs of the Borough operations. Permanent part-time employees paid leave entitlements (Vacation, Holidays, Sick Leave, Funeral Leave and Personal Leave) will be pro-rated based on the hours worked in accordance with the permanent part-time employees established work schedule. Permanent

part-time employees who work less than twenty (20) hours per week will **not** be eligible for any pro-rated Vacation and/or Personal Leave entitlements. *EXCEPTION: Current employee (EG) working 19.5 hours/per week will be grandfathered in to current practice of accumulating accrued time and will not be impacted by the new language until her separation of employment from the borough.*

- C. All full-time employees covered by this Agreement shall receive a fifteen (15) minute coffee break in mid-morning and fifteen (15) minute coffee break in mid-afternoon without loss of pay. The time of the coffee break shall be subject to prior approval of the Department Head. It is understood that no coffee break may interfere with the normal operations of the Borough. All part time employees shall receive one fifteen (15) minute coffee break without loss of pay.
- D. The parties to this Agreement agree that if the Department Heads employed by the Borough increase their hours of work and/or days of work, then the Borough and the Union shall negotiate as to increased work hours, compensation and overtime, regardless of full time or part time status.
- E. Out of Title Work – In the event an employee is temporarily assigned for at least thirty (30) calendar days 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 they return to their 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.

ARTICLE XI

OVERTIME

- A. Overtime is defined as work in excess of the standard weekly schedule.
 - 1. This membership has full time and various part time weekly scheduled as follows:
 - Full time 40 hours and full time 35 hours
 - Part time or lesser hours of 19.5 and 25.5 with additional various part time hours that could be added during this contract.

- B. It is recognized that the needs of the Borough may require overtime work beyond the employee's standard schedule. The amount of and the schedule for such overtime shall be established by the Borough, and employees shall work such overtime as scheduled unless excused by the Borough. Each Department Head will ask the senior person, regardless of full time or part time status in the office for the first right of refusal of overtime. So, each Department Head will ask within clerical to clerical titles the senior person, regardless of full time or part time status in their office for the first right of refusal for overtime.
- C. Occasional authorized extra work for any employee working the standard thirty-five (35) hour week will be computed by compensatory leave or extra pay at the option of the employee as follows:
- Time and one-half (1 $\frac{1}{2}$) for authorized overtime worked in excess of thirty-five (35) hours in one (1) week. If called in on a Sunday, double time (2) regardless of full time or part time status.
- D. Occasional authorized extra work for any employee working the standard forty (40) hour week will be compensated by compensatory leave or extra pay at the option of the employee as follows:
- Time and one-half (1 $\frac{1}{2}$) for authorized overtime worked in excess of forty (40) hours in one (1) week. If called in on a Sunday, double time (2) regardless of full time or part time status. A part time or lesser hour employee as to overtime pay at time and one-half or double time would need to work at least 35 hours in one week before the rate change.
- E. The employee must exercise this compensatory time/extra pay option immediately after working such overtime and must notify his/her Department Head at that time. Compensatory time may be earned only as the result of additional hours worked outside of the regular work week.
- F. The compensatory time/extra pay option once chosen may not be altered without the approval of the Borough Administrator.
- G. Compensatory leave will be granted within two (2) months of the time the extra work was performed but must be taken in the same calendar year worked (i.e. such time due cannot be carried from one year to the next), unless approved by the Borough Administrator.

- H. The Union is aware of the Borough's budgetary constraints when it comes to paying for overtime and encourages its members to select compensatory time for extra work whenever possible.
- I. An employee who is called back to work after having completed his/her regular hours shall be compensated at the overtime rate with a minimum guarantee of two (2) hours work, as long as the call back is not contiguous to the end of the employee's shift. A part-time employee called back to work after having completed his/her regular hours shall be compensated at their current rate with a minimum guarantee of two (2) hours of work as long as the call back is not contiguous to the end of the employees shift.
- J. The parties agree that if the Department Heads employed by the Borough increase their hours of work and/or days of work, then the Borough and the Union shall negotiate as to increased work hours, compensation and overtime.

ARTICLE XII
SALARIES

- A. Salary increases shall be given over the life of this contract for those employees covered by this Agreement as indicated below and in accordance with the salary step guide (appendix B). The eight-step guide is for employees hired on, or after January 1, 2015:
 - Effective January 1, 2024 the employees shall receive a 2.25% increase on their base salary.
 - Effective January 1, 2025 the employees shall receive a 2.50% increase on their base salary.
 - Effective January 1, 2026 the employees shall receive a 2.50% increase on their base salary.
- B. The parties agree that any employee who has not passed his/her entry level civil service examination shall be required to sit for said examination when it is offered by the New Jersey Civil Service Commission.

C. Clothing Allowances: The Borough agrees to pay an annual clothing allowance to employees who work 21 hours or more per week as follows:

Assistant Construction Official \$525.00	Plumbing Sub Code \$525.00
Code Enforcement Officer \$525.00	Electrical Sub Code Official \$525.00
Fire Prevention Specialists-\$525.00	

D. If the Borough hires any new employee whose title is specialized and requires, but not limited to, a State certification, a professional license and/or requires continuing education units and experience may be hired at any step of the negotiated salary guide. If there is a current employee holding the same certification or professional license in the department in which the new employee works, that employee shall be raised to the same step (if higher) as the new employee but not lower than the existing employees placement in salary guide.

E. All employees hired after September 30th of the year will have to wait fifteen months for the next step increase (i.e. the second January 1st after hire).

F. All payroll checks, including but not limited to, overtime checks shall be paid primarily through direct deposit. Accommodations will be made if direct deposit is not possible.

ARTICLE XIII

LONGEVITY

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

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

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

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

- C. Any employee hired after January 1, 1998 will not be entitled to a longevity increment or payment.
- D. Longevity increments shall be effective on July 1 or January 1 following the anniversary date of employment.

ARTICLE XIV

HOLIDAYS

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

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve (1/2 day)
Juneteenth	Christmas Day
Independence Day	New Year's Eve (1/2 day)
Labor 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 the Monday immediately following it.

- C. Employees are required to work the last day scheduled (in the event of lesser hour employee) prior to the holiday and the first scheduled (in the event of lesser hour employee) work day following the holiday in order to be paid for the holiday unless their absence is excused by their Department Head in accordance with established Borough policy.

ARTICLE XV

VACATIONS

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

One (1) working day for the initial month of employment if the employee begins work on the 1st through the 15th of the month; one-half (1/2) working day for the initial month of employment if the employee begins work on the 16th through the 31st of the month. Year two (2) is defined as first full year of employment with the Borough.

1st Year	1 working day per month
2-4 years	14 working days per year
5-9 years	16 working days per year
10-14 years	18 working days per year
15-19 years	20 working days per year
20 years plus	23 working days per year

- B. 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.

- C. Any employee retiring or separating from the Borough in good standing shall be entitled to his/her earned vacation benefit.
- D. Any employee retiring may schedule to back-end their vacation before their retirement date.

ARTICLE XVI

MEDICAL COVERAGE

- A. The Borough will provide and pay for health insurance for employees and their eligible dependents covered by this Agreement who work twenty (20) or more hours per week. Effective January 1, 2015, the hour requirement shall increase to twenty-nine and one half (29.5) hours per week. The Borough shall provide a coverage plan under a Point of Service (P.O.S.) managed care plan provided by the carrier of the Borough's choosing.
- B. The Borough shall have the option of securing equivalent coverage to that set forth in Section A above through other sources in the future.
- C. Employees shall contribute in accordance with State of New Jersey guidelines listed in Chapter 78 toward health insurance premiums.
- D. Co-payments from employees shall be \$15.00 for routine visits, and \$25.00 for visits to specialist.
- E. Hospital in-patient co-payments shall be \$500.00 a day, with a maximum of \$2,500.00. For one incident, the Borough will pay one-half, or \$1,250.00 of the maximum \$2,500.00 co-payment in the calendar year, and 100% of the deductible for any additional occurrences within the same calendar year. In addition, the Borough will pay 100% of the deductible for the respective insured for the maximum in-patients stay for the second consecutive year. (As an example: an employee is admitted for 5 days in February of 2013 and pays a deductible of \$2,500.00. The Borough reimburses the employee \$1,250.00 of that deductible. If the employee re-enters the hospital in 2013, the Borough reimburses the employee for ANY deductible associated with this re-entry. In 2014, if the employee goes back into the hospital, the Borough reimburses the employee for the full deductible; however,

if the employee goes into the hospital again in 2015, the Borough reimburse him for one-half of the \$2,500.00 deductible.)

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

1. Said insurance will be provided to employees who retired on or before December 31, 2002, who submitted proof of retirement from the Public Employees Retirement System (PERS), including a copy of the first pension check (endorsed) and the bank deposit slip;
2. The retiree and spouse shall be covered (if the employee was married before the date of retirement) for the lifetime of the retiree and the spouse, unless the spouse has insurance coverage, or as set forth below.
3. If the retiree is not eligible for any other insurance from any other employer or from the retiree's spouse;
4. If the retiree or spouse should remarry after the death of the retiree or spouse, the benefit coverage shall not extend to the new partner.
5. If the retiree retires on or before December 31, 2002 as per this section, the Borough shall be responsible for the full cost.

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

1. Said insurance will be provided to each employee(s), who shall submit proof of statement from the Public Employees Retirement System (PERS), including a copy of the first pension check (endorsed) and the bank deposit slip.
2. The retiree and spouse shall be covered (if the employee is married before the date of retirement) for the lifetime of the retiree and spouse, unless the spouse has insurance coverage as set forth below.
3. If the retiree is not eligible for any other insurance from any other employer or from the retiree's spouse.

4. If the retiree or spouse should remarry after the death of the retiree or spouse, the benefit coverage shall not extend to the new partner.
 5. If the retiree retires on or after January 2, 2003 as per this section, the employee/retiree and spouse shall be responsible to pay twenty-five (25%) percent of the Borough's yearly premium costs for such coverage for the lifetime of the retiree or spouse.
- H. The Borough shall provide a full-family dental plan covering employees and dependents. All employees shall be entitled to receive the equivalent of the current dental coverage offered to other Borough of Rutherford employees, if so desired by said employee, through retirement for all dependents covered by the Collective Bargaining Agreement. The Borough shall have the option of securing equivalent coverage from another insurance company. The Union shall be advised of any such decision and shall be given a copy of all such insurance information
- I. The Borough shall provide as an additional medical coverage, a full-family prescription drug insurance plan for all full-time employees covered by this Agreement. Said prescription program shall be equivalent to the "Great West Life Plan I, including dependents". Pharmaceutical co-payments shall be \$10.00/\$25.00/\$40.00 (\$40.00 being sole source drugs). In the event it is determined that the employee is required to use a sole source drug, that employee will be responsible for the \$40.00 co-pay for the first six (6) times that drug is required. Thereafter, the borough will reimburse the employee the difference between \$25.00 and \$40.00, or \$15.00. The Borough shall have the option of securing equivalent coverage from other insurance companies, however, the Union shall be notified in advance of any such change and be given an opportunity to review the proposed changes in advance of their implementation.
- J. The Borough agrees to implement a Section 125 Flexible Spending Account plan pursuant to the provisions of federal law.

K. Each employee may voluntarily elect, effective January 1, 2002 to reduce the medical insurance directly provided by the Borough for the employee and/or his/her family in order to avoid dual coverage by the Borough and the employee's spouse. The employee has the option to reduce his/her number of family members covered (i.e. from family coverage to single coverage or husband/wife coverage or no coverage, if applicable) to a lower coverage status than the maximum provided. Current Borough policy is modified so that as of May 21, 2010 in accord with modification to state law effective as of that date, employees who waive medical insurance to which they have a contractual and legal right shall receive payment of 25% of the savings realized by the Borough up to a maximum of \$5,000.00. The employee shall, prior to the receipt of such payment, provide certification of spousal insurance coverage. If the employee returns during the year, he/she shall only be entitled to a pro-rata portion of the savings in question. The employee may return to previous coverage status by providing the Borough at least ninety (90) calendar days written notice prior to the open enrollment period to the Administrator requesting coverage except under exigent circumstances.

ARTICLE XVII

SICK LEAVE

- A. All permanent full-time, part time or lesser hour employees covered by this Agreement shall be granted sick leave with pay for one (1) working day for every month of service during the remainder of the first calendar year of service and fifteen (15) working days in each calendar year thereafter which shall accumulate from year to year.
- B. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family.

- C. In order to receive compensation while absent on sick leave, the employee shall notify his/her supervisor, within fifteen (15) minutes after the time set for him/her to begin his/her daily schedule. Failure to so notify his/her supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent for five (5) consecutive days and does not notify his/her Department Head or some responsible representative of the Borough on any of the first five (5) days will be subject to dismissal in accordance with the New Jersey Civil Service Rules.
- D. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose. All sick leave heretofore accumulated shall not be impaired by this Agreement, and said accumulated days shall be carried forward during the term of this Agreement.
- E. A sick day shall be charged for an absence of more than four (4) hours or one-half (1/2) day for an absence of less than four (4) hours for employees working a forty (40) hour work week. A sick day shall be charged for an absence of more than three and a half (3 1/2) hours or one-half (1/2) day for an absence of less than three and a half (3 1/2) hours for employees working a thirty-five (35) hour work week. No refund of vacation time shall be allowed due to illness incurred while on vacation time. No requesting of sick time after scheduling vacation days.
- F. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.
- G. An employee, who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absence of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.

- H. The Borough may require proof of illness of an employee in such leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
- I. All employees will have access to the Donated Leave Plan as identified in the Borough's Policy and Procedure Manual.

ARTICLE XVIII

TERMINAL PAYMENT

Upon any retirement approved by NJPERS or death all employees shall be entitled to the cash value of their accumulated sick leave in the following percentages:

1. Ten percent (10%) of all remaining accumulated sick days after five (5) years of service.
2. Fifteen percent (15%) of all remaining accumulated sick days after ten (10) years of service.
3. Twenty percent (20%) of all remaining accumulated sick days after fifteen (15) years of service.
4. Twenty-five percent (25%) of all remaining accumulated sick days after twenty (20) years of service.
5. Fifty percent (50%) of all remaining accumulated sick days after twenty-five (25) years of service.
6. Seventy-five (75%) of all remaining accumulated sick days after thirty (30) years of service.

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

Any employee who is separated from service for a just cause arising from any disciplinary action(s) shall not be entitled to compensation for accumulated sick leave.

For all employees hired after May 20, 2011 the terminal leave pay-out is capped at \$15,000.

ARTICLE XIX
PERSONAL DAYS

- A. Full time, part time and lesser hour employees may take four (4) personal days per year. Employees must give their Department Head twenty-four (24) hour notice of their intention to take a personal day and must receive approval to ensure that the Borough has adequate personnel on hand to perform all necessary functions, except in case of emergency.
- B. A denial of an application for personal time under this section shall only be made for sufficient cause.
- C. Personal leave time under this Article shall be granted in units of not less than four (4) hours for each occasion for forty (40) hour and not less than three and a half (3 ½) for a thirty-five (35) hour work week.
- D. The said personal leave days shall be non-cumulative.

ARTICLE XX
INJURED ON DUTY

- A. When an employee is disabled and unable to work because of an injury or illness arising out of the course of his/her employment, he/she shall be granted an injury leave with full pay for a period of up to ninety (90) working days, provided such employee:
 - 1. Presents evidence that he/she is unable to work in the form of a certificate from a reputable physician forwarded to the Borough Clerk within forty-eight (48) hours of the injury or illness or within such reasonable time as the circumstances may require. The Borough may reasonably require that such certificates be presented from time to time during the course of the illness or injury.
 - 2. Submits upon requests to examination by a physician appointed by the Borough or the insurance carrier of the Borough.

- B. All injured on duty leaves shall terminate when the physician appointed by the Borough reports in writing that the employee is fit to perform the regular duties of the position held by the employee. Whenever feasible the Borough shall make an effort to place an injured employee in a job he/she is physically able to perform.
- C. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability, and such findings by the Division of Workers' Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.
- D. In the event a dispute arises as to whether an absence shall be designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.
- E. All temporary disability benefits for the period that the Borough is paying the full salary of the employee as set forth in sub-paragraph A above accruing under the provisions of the Workers' Compensation Act shall be paid over to the Borough.

ARTICLE XXI

LEAVE OF ABSENCE

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

- B. The leave of absence shall not exceed thirty (30) days unless otherwise established by federal or state law and is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Borough.
- C. During the period of said leave, the Borough shall be under no obligation to pay for the benefits provided in this Agreement.
- D. It is understood and agreed that no leave of absence shall be given if the employee has accumulated unused vacation time; nor shall any benefits accrue to the credit of the employee during the period of said leave.
- E. The employee shall sign an affidavit wherein he/she shall state that during the period of leave of absence the employee shall engage in no remunerative employment.
- F. Family and Medical Leave Act (FMLA)
(Refer to Appendix C)
- G. New Jersey Family Leave Act (NJFLA)
(Refer to Appendix C)

ARTICLE XXII

FUNERAL LEAVE

- A. All permanent full-time, part time and lesser hour employees covered by this Agreement shall be entitled to three (3) days leave with pay upon the death of a member of the immediate family within the State of New Jersey and up to five (5) days leave with pay if outside the State with the consent of the Department Head or designated representative.
- B. "Immediate family" means spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, aunt, uncle, son-in-law, daughter-in-law, domestic partner, civil union partner, or any 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.
- D. In the case of unusual circumstances not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Department Head or Borough Administrator in his/her absence. An extension of funeral leave beyond the number of days permitted under Section A, above, shall be charged to an employee's vacation or personal leave or CTO time, at the option of the employee.

ARTICLE XXIII

JURY LEAVE

- A. Any full-time, part time or lesser hour employee covered under this Agreement shall be excused from his/her employment on all days he/she is required to be present in court in response to a summons for jury service.
- B. Any employee so excused shall receive his/her usual compensation for each day he/she is on jury service less the amount of per diem fee he/she receives as shown on a statement issued to the juror by the sheriff or other court officer making payment of juror fees.

ARTICLE XXIV

MILITARY LEAVE

- A. Any full-time, part time or lesser hour employee covered under this Agreement who is a member of the organized militia shall be entitled to leave of absence without loss of pay or time on all days during which he/she shall be engaged in active duty for training or other duty ordered by the Governor.
- B. This leave of absence without loss of pay shall not apply to weekend training.

ARTICLE XXV
EDUCATIONAL INCENTIVE

- A. Effective May 1, 2015, each employee covered under this Agreement who has or shall earn an AAS degree from an accredited college or university in a field of study related to the job title and duties performed by the employee shall, upon proper notification and proof to the Borough receive an increment, in addition to all other wage and benefits provided in this Agreement, in the amount of One Thousand (\$1,000.00) Dollars per year.
- B. Effective May 1, 2015, each employee covered under this Agreement who has or shall earn a Bachelor's degree (B.A. or B.S.) from an accredited college or university in a field of study related to the job title and duties performed by the employee shall upon proper notification and proof to the Borough receive an increment and benefits provided in this Agreement, in the amount of Fifteen Hundred (\$1,500.00) dollars per year shall be deemed to include any prior degree increment.
- C. Any employee covered under this agreement hired on or before May 1, 2015 shall be entitled to the education incentive provided in paragraphs A and B in this article regardless if college degree is related to their employment in accordance with the Memorandum of agreement (MOA) signed on May 1, 2015 and this will not be considered a past practice.
- D. Increments paid under this Article shall be prorated from the date of receipt of said degree and shall be paid as part of the employee's bi-weekly salary.

ARTICLE XXVI
EVALUATIONS

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

ARTICLE XXVII

MISCELLANEOUS

- A. Each year the Employer shall give to the Union a seniority list showing the continuous service of each employee. The seniority list will show the names, job titles and date of hire of all employees in the unit entitled to seniority.
- B. The Employer agrees to permit representatives of the International Union, the Union Council and the Local Union to enter the premises of the Employer for individual discussion of working conditions with employees, provided such representatives do not duly interfere with the performance of duties assigned to the employees.
- C. The Employer agrees there will be no aid, promotion or financing of any other labor group or financing of any other labor group or organization which purports to engage in collective bargaining on the part of the employee or those designated as his representatives or subordinate staff for any purpose and that the payroll deduction of dues for any such other organization shall not be permitted.
- D. Exclusive of seasonal or temporary employees, the Employer agrees to submit to the Union each month a list of all new employees hired, their job classification, home address and whether their employment is on a permanent or provisional basis.
- E. The Employer agrees that new work rules or changes in existing rules shall not become effective until the majority representative is notified of such change.
- F. Part-time employees employed on a regular basis (more than twenty (20) hours per week) shall be entitled to receive all benefits provided to all full-time employees covered by this Agreement on a prorated basis.

ARTICLE XXVIII

PRESERVATION OF BENEFITS AND OBLIGATIONS

- A. Except as otherwise modified by successor agreements, the Borough agrees to maintain and provide during the term of this Agreement all benefits which were being received by the Union members during the year 1982 whether or not those benefits are specifically provided for herein.
- B. Unless a contrary intent is expressed in this Agreement, any duties, responsibilities, obligation and conditions of employment applicable to members of the Union pursuant to any rules, regulations, instructions, directions, memoranda, statute or otherwise shall remain in effect and shall not be limited, restricted, impaired, removed or abolished by this Agreement, unless otherwise provided by any Civil Service regulation.

ARTICLE XXIX

FULLY BARGAINED PROVISIONS

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

ARTICLE XXX

SAVINGS CLAUSE

- A. It is understood and agreed that if any portion of this agreement or the application of this Agreement to any person or circumstance shall be invalid, the remainder of this Agreement or application of such provision to other persons or circumstances shall not be affected thereby.
- B. If any such provisions are so invalid, the Borough and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXXI

TERM AND RENEWAL

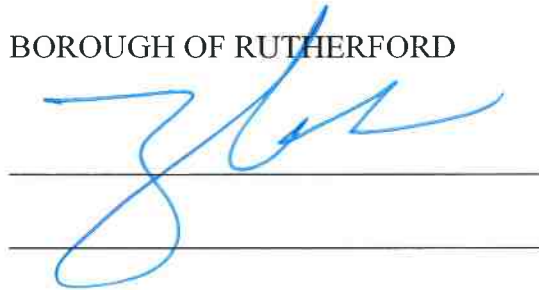
This Agreement shall be in full force and effect as of January 1, 2024 and shall remain in effect to and including December 31, 2026 without any reopening date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Rutherford, New Jersey on this 27th day of AUGUST 2024.

ATTEST:





BOROUGH OF RUTHERFORD

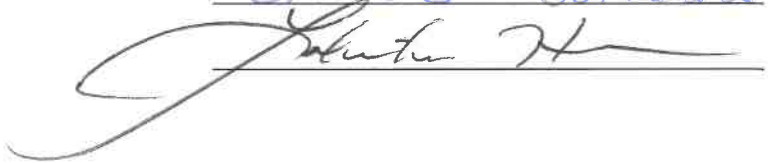


WITNESS:

AFSCME New Jersey, LOCAL 2420







APPENDIX "A"

Positions Covered by This Agreement

Administrative Clerk-Rent Board
Administrative Secretary
Assistant Construction Official
Assistant Purchasing Agent
Building Inspector/Field Representative, Property Improvement/Zoning Officer
Building Sub-Code Official
Cashier
Child Day Care Program Coordinator
Clerk 1
Clerk 2
Clerk 3
Keyboarding Clerk 1 (part-time)
Keyboarding Clerk 1
Keyboarding Clerk 2
Keyboarding Clerk 3
Code Enforcement Officer
Code Enforcement Officer Trainee
Data Entry Machine Operator
Deputy Municipal Clerk
Deputy Municipal Court Administrator
Electric Sub-Code Official (part-time)
Fire Inspector/Fire Alarm Specialist
Fire Signal System Technician 1 (part-time)
Fire Prevention Specialist
Payroll Clerk
Plumbing Sub-Code Official (part-time)
Principal Account Clerk
Purchasing Assistant
Recreation Aide
Recreation Supervisor
Recycling Program Aide
Road Inspector/Supervisor of Roads
Secretarial Assistant
Senior Cashier
Senior Clerk Typist
Senior Clerk Typist (part time)
Senior Purchasing Assistant
Teacher's Aide
Teacher Early Childhood Education
Teacher, Child Care Coordinator
Technical Assistant to the Construction Official
Violations Clerk
Wire Signal System Technician (part-time)

Should any of the above titles be converted to part-time, the equivalent hourly rate shall be determined by dividing the salary for the position by 1820 (number of full-time hours per year).

Current Contract Municipal Job Titles

Administrative Clerk - Rent Board

Administrative Secretary

Assessing Clerk

Assistant Construction Official

Building Inspector/Field Representative, Property Improvement/Zoning Officer

Building Sub-Code Official

Cashier

Clerk (Part Time)

Clerk Typist

Code Enforcement Officer

Code Enforcement Officer Trainee

Data Entry Machine Operator

Deputy Municipal Clerk

Deputy Court Administrator

Electrical Sub-Code Official (Part time)

Fire Inspector/Fire Alarm Signal Technician (Part time)

Fire Prevention Specialist

Fire Signal Service Technician I (part time)

Assistant Purchasing Agent

Plumbing Sub Code Official (Part time)

Payroll Clerk

Principal Account Clerk

Principal Assessing Clerk

Principal Clerk Typist

Purchasing Assistant

Sr. Purchasing Assistant

Recreation Aide

Recreation Supervisor

Secretarial Assistant

Senior Cashier

Senior Clerk Typist

Teacher Aide

Teacher, Early Childhood Education

Technical Assistant to the Construction Official

Violations Clerk

Wire Signal System Technician (Part time)

Civil Service Equivalent

Nothing Equivalent

Administrative Secretary

Clerk 1

Assistant Construction Official

Inactive - No replacement Title

Nothing Equivalent

Cashier

Keyboarding Clerk 1

Keyboarding Clerk 1

Code Enforcement Officer

Nothing Equivalent

Data Entry Machine Operator

Deputy Municipal Clerk

Deputy Municipal Court Administrator

Electric Sub-Code Official

Fire Signal System Technician 1

Fire Prevention Specialist

Fire Signal System Technician 1

Assistant Purchasing Agent

Plumbing Sub Code Official (Part time)

Payroll Clerk

Principal Account Clerk

Keyboarding Clerk 3

Keyboarding Clerk 3

Purchasing Assistant

Sr. Purchasing Assistant

Recreation Aide

Recreation Supervisor

Secretarial Assistant

Senior Cashier

Keyboarding Clerk 2

Teacher's Aide

Teacher Early Childhood Education

Technical Assistant to Construction Official

Violations Clerk

Nothing Equivalent

APPENDIX "B"

**AFSCME New Jersey, LOCAL 2420
8 Step Salary Guide**

2.25% Increase

EFFECTIVE JANUARY 1, 2024

<u>FULL TIME POSITIONS</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>
Assistant Construction Official	\$72,796	\$76,335	\$79,874	\$83,415	\$86,956	\$90,493	\$94,035	\$97,577
Fire Prevention Specialist Building Inspector/Field Rep/ Property Imp Zoning Officer	52,622	56,224	59,825	63,429	67,031	70,634	74,238	77,839
Administrative Secretary Secretarial Assistant Code Enforcement Officer Technical Assistant to the Construction Official Deputy Borough Clerk Assistant Purchasing Agent	48,021	52,091	56,163	60,233	64,306	68,379	72,450	76,519
Principal Account Clerk Code Enforcement Officer Trainee	46,839	50,041	53,242	56,443	59,647	62,846	66,048	69,250
Clerk 3 Sr. Purchasing Assistant Deputy Municipal Court Administrator Recreation Supervisor	44,617	47,675	50,732	53,788	56,845	59,901	62,958	66,016
Clerk 2 Purchasing Assistant Public Safety Telecommunicator Keyboarding Clerk 2 Senior Cashier Account Clerk	42,986	45,940	48,898	51,852	54,809	57,765	60,720	63,673
Cashier	41,708	44,566	47,423	50,281	53,137	55,995	58,855	61,713
Parking Enforcement Officer	40,671	43,126	45,578	48,033	50,485	52,941	55,392	57,844
Electrical Sub Code Official	39,331	40,190	41,052	41,914	42,773	43,634	44,494	45,353
Clerk 1 Keyboarding Clerk 1 Violations Clerk Recreation Aide	39,426	41,534	43,640	45,747	47,855	49,960	52,067	54,177

2.50% Increase
EFFECTIVE JANUARY 1, 2025

<u>FULL TIME POSITIONS</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>
Assistant Construction Official	\$74,616	\$78,243	\$81,871	\$85,500	\$89,130	\$92,755	\$96,386	\$100,016
Fire Prevention Specialist Building Inspector/Field Rep/ Property Imp Zoning Officer	53,938	57,630	61,321	65,015	68,707	72,400	76,094	79,785
Administrative Secretary Secretarial Assistant Code Enforcement Officer Technical Assistant to the Construction Official Deputy Borough Clerk Assistant Purchasing Agent	49,222	53,393	57,567	61,739	65,914	70,088	74,261	78,432
Principal Account Clerk Code Enforcement Officer Trainee	48,010	51,292	54,573	57,854	61,138	64,417	67,699	70,981
Clerk 3 Sr. Purchasing Assistant Deputy Municipal Court Administrator Recreation Supervisor	45,732	48,867	52,000	55,133	58,266	61,399	64,532	67,666
Clerk 2 Purchasing Assistant Public Safety Telecommunicator Keyboarding Clerk 2 Senior Cashier Account Clerk	44,061	47,089	50,120	53,148	56,179	59,209	62,238	65,265
Cashier	42,751	45,680	48,609	51,538	54,465	57,395	60,326	63,256
Parking Enforcement Officer	41,688	44,204	46,717	49,234	51,747	54,265	56,777	59,290
Electrical Sub Code Official	40,314	41,195	42,078	42,962	43,842	44,725	45,606	46,487
Clerk 1 Keyboarding Clerk 1 Violations Clerk Recreation Aide	40,412	42,572	44,731	46,891	49,051	51,209	53,369	55,531

2.50% Increase
EFFECTIVE JANUARY 1, 2026

<u>FULL TIME POSITIONS</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>
Assistant Construction Official	\$76,481	\$80,199	\$83,918	\$87,638	\$91,358	\$95,074	\$98,796	\$102,516
Fire Prevention Specialist Building Inspector/Field Rep/ Property Imp Zoning Officer	55,286	59,071	62,854	66,640	70,425	74,210	77,996	81,780
Administrative Secretary Secretarial Assistant Code Enforcement Officer Technical Assistant to the Construction Official Deputy Borough Clerk Assistant Purchasing Agent	50,453	54,728	59,006	63,282	67,562	71,840	76,118	80,393
Principal Account Clerk Code Enforcement Officer Trainee	49,210	52,574	55,937	59,300	62,666	66,027	69,391	72,756
Clerk 3 Sr. Purchasing Assistant Deputy Municipal Court Administrator Recreation Supervisor	46,875	50,089	53,300	56,511	59,723	62,934	66,145	69,358
Clerk 2 Purchasing Assistant Public Safety Telecommunicator Keyboarding Clerk 2 Senior Cashier Account Clerk	45,163	48,266	51,373	54,477	57,583	60,689	63,794	66,897
Cashier	43,820	46,822	49,824	52,826	55,827	58,830	61,834	64,837
Parking Enforcement Officer	42,730	45,309	47,885	50,465	53,041	55,622	58,196	60,772
Electrical Sub Code Official	41,322	42,225	43,130	44,036	44,938	45,843	46,746	47,649
Clerk 1 Keyboarding Clerk 1 Violations Clerk Recreation Aide	41,422	43,636	45,849	48,063	50,277	52,489	54,703	56,919

APPENDIX "C"

Family and Medical Leave Act

In accordance with the federal Family and Medical Leave Act ("FMLA"), the Employer provides eligible employees with up to twelve (12) weeks of unpaid medical and family leave during any twelve (12) month period and up to twenty-six (26) workweeks to care for a Covered Service member. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or an equivalent position. The following outlines employees' rights and obligations under the FMLA and the Employer's policies implementing the FMLA.

Leave Available. Eligible employees may take up to a total of twelve (12) weeks of unpaid leave during any twelve (12) month period for any one or more of the following reasons:

- The birth, adoption or placement for foster care of the son or daughter of an employee, and to care for such child;
- A serious health condition of a spouse, son, daughter or parent of an employee if the employee is needed to care for such family member; or
- A serious health condition of an employee that makes an employee unable to work. Generally, the incapacity must result in the employee's inability to work for more than three (3) consecutive days (although there are certain exceptions to this rule);
- Any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is a member of the Regular Armed forces, National Guard or Reserves on active duty status during the deployment to a foreign country, and or has been notified of an impending call to active duty status as such in support of a contingency operation.

In addition, eligible employees who are either spouse, son, daughter, parent or next of kin of a Covered Servicemember shall be entitled to a total of twenty-six (26) workweeks of unpaid leave during a single twelve (12) month period to care for the Covered Servicemember. During this single twelve (12) month period, an eligible employee who qualifies for leave to provide care for the Covered Servicemember shall be entitled to no more than a combined total of twenty-six (26) workweeks of leave.

Definitions.

"Covered Servicemember" means a member of the Armed Forces, including a member of the National Guard or Reserves, or a recent veteran who has been discharged, other than dishonorably, within the five years preceding the family member's initial request for leave, who has a serious injury or illness who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

"Eligible Employee" means an individual who has been employed by the Employer for at least twelve (12) months, has worked at least 1,250 hours during the preceding twelve (12) month period, and is employed at a worksite with at least fifty (50) employees within seventy-five (75) miles of that worksite.

"Next of kin" means the nearest blood relative of the individual.

“Qualifying Exigency” covers a number of broad categories of reasons and activities, including short-notice deployment to a foreign country, military events and related activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities agreed to by the employer and the employee.

“Serious Health Condition” means an illness, injury, impairment or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. It generally includes a period of incapacity due to pregnancy, prenatal care, a chronic health condition, a permanent or long-term health condition, or restorative or preventive treatment.

“Serious Injury or Illness” means an injury or illness incurred by a Covered Servicemember in the line of duty or on active duty in the Armed Forces, National Guard of Reserves, incurred in the line of duty on active duty or whose pre-existing condition has been aggravated by his/her active duty service, that may render the servicemember medically unfit to perform the duties of the member’s office, grade, rank or rating.

Eligibility. Any employee who has been employed by the Employer for twelve (12) months or more and worked 1,250 hours or more in the twelve (12) month period preceding the first day of the requested leave may be eligible for an unpaid leave of absence of up to twelve (12) weeks during any twelve (12) month period.

The twelve (12) month period shall be determined by using a rolling twelve (12) month period that commences with the first day of leave taken.

Leave to care for a child after birth, adoption, or foster care must conclude within twelve (12) months of the child's birth or placement. If both spouses work for the Employer, they may only take a total of twelve (12) weeks between them during the twelve (12) month period in order to care for a child after birth, adoption, or foster care or to care for a parent with a serious health condition and a combined twenty-six (26) weeks in a single twelve (12) month period for military caregiver leave or a combination of military caregiver leave and other FMLA qualifying reasons. Each spouse may be entitled to additional leave for other qualifying reasons under the FMLA, such as the employee’s own illness or for the serious illness of the employee’s child.

Notice. When the leave is foreseeable, at least thirty (30) days’ advance notice to the Employer, in writing, is required. If thirty (30) days’ notice cannot be provided, as much notice as is practical should be provided. Failure to give reasonable notice may delay the availability of the leave.

Certification. Where leave is taken to care for a family member with a serious health condition or because of the employee’s own serious health condition, medical certification is required and periodic recertification may be required. In addition, where the leave is taken because of the employee’s own serious health condition, a certification of fitness to return to work will be required.

The Employer, at its expense, may require an examination by a second healthcare provider designated by the Employer. If the second healthcare provider's opinion conflicts with the original medical certification, the Employer, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.

For military exigency leave, an employee may be required to provide certification that the covered military member is a member of the regular Armed Forces, National Guard or Reserves who is on active duty or called to active duty in support of a contingency operation, as well as certification from the

employee about the nature and details of the specific exigency, the amount of leave needed, and the employee's relationship to the military member. For military caregiver leave, the employee may be required to provide information from the health care provider and employee and/or Covered Servicemember to support such leave.

Absent unusual circumstances, medical certifications must be provided within fifteen (15) days. The Employer will also require periodic status reports from employees concerning their intended return date.

Failure to provide requested documentation may result in denial of leave. The Employer may attempt to clarify or authenticate the certification or may require additional certifications to support the need for leave. When leave is taken to care for a family member, the Employer may require the employee to provide documentation or a statement of family relationship (e.g., birth certificate or court document) and proof of the need to care for the family member.

Utilization of Paid Leave. Generally, FMLA leave is unpaid. However, depending upon the circumstances, employees may be entitled to receive short-term disability, workers' compensation benefits, paid family leave benefits, or other state-sponsored wage replacement benefits which pay a portion of normal compensation. These benefits will run concurrently with the employee's unpaid leave. An employee who is eligible for these benefits may also choose to use accumulated paid leave during their approved unpaid leave. Employees may not receive more than 100% of salary at any time.

Coordination with other Leave Policies. The period of time attributable to the employee's absence due to any workers' compensation, disability, or sick leave, will be counted against available leave under this policy to the extent permitted by law. In the event that additional family, medical or sick leave is available pursuant to state laws, this leave will also run concurrently with FMLA leave to the extent permitted by law.

Intermittent Leave. When medically necessary, leave taken because of a serious health condition of an employee or family member or to care for a Covered Servicemember may be taken on an intermittent or reduced work schedule basis. The employee and employer shall attempt to work out a schedule for such leave that meets the employee's needs without unduly disrupting the employer's operations, subject to the approval of the employee's health care provider. The Employer may require an employee taking intermittent or reduced work schedule leave to transfer temporarily to an alternative position with equivalent pay and benefits that is better suited to the leave schedule.

Employment and Benefits Protection. During the leave, health benefits will continue for up to twelve (12) weeks in each rolling twelve (12) month period under the same conditions as if the employee continued to work. Employees must, however, pay the same amount for any benefits continued as they do prior to the leave. Other benefits, if any, will continue during the leave under the same conditions as if the employee continued to work.

If paid leave is substituted for unpaid FMLA leave, the Employer will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the employee's FMLA leave is unpaid, the employee must pay his/her portion of the premium in accordance with a payment method that is devised and mutually agreed upon between the employee and the Employer.

Employees should consult with their Department Head and human resources official prior to taking an approved leave. If you fail to return to work after your FMLA leave for any reason except for circumstances beyond your control, you must pay back all unpaid health insurance premiums. With

regard to the employee's contribution portion of his/her health benefits pursuant to Chapter 78, P.L. 2011 and any voluntary supplemental benefits that the employee may have, the employee is solely responsible for making payment arrangements with the Employer or for any voluntary benefits, to the respective insurance company. Your healthcare coverage may cease if your premium payment is more than thirty (30) days late. With regard to any pension contribution that you may have, you must contact the human resources official to make payment arrangements concerning contributions or credits paid toward your pension benefits. If you fail to return to work after your FMLA leave for any reason except for circumstances beyond your control, you must pay back all unpaid health insurance premiums.

Before returning to work following a medical leave (except for intermittent or reduced schedule leave) due to the employee's own serious health condition, the employee will be required to present a fitness for duty certification from his/her health care provider that he/she is medically able to resume work. If the date on which the employee is scheduled to return to work from FMLA leave changes, the employee is required to give notice of the change, if foreseeable, to the Employer within two (2) business days of the change.

Subject to some exceptions, most employees will be returned to the position they left or to a position equivalent in pay, benefits and other terms of employment. Individuals identified as "key employees" (the highest paid 10% of salaried employees at the work site or within a seventy-five (75) mile radius of that work site) at the beginning of their leave may not be returned to their former or equivalent position if restoration will cause substantial economic injury to the Employer. Employees will be informed of their key employee status at the beginning of the leave period.

A failure to return from FMLA leave for reasons other than the employee's own serious health condition may result in termination of employment. In the event that an employee cannot return to work at the end of FMLA leave due to a continuation of his/her own serious health condition, they must contact the Employer before the expiration of the leave to discuss their options under state and federal law. State leave laws may provide additional leave similar to that provided under the FMLA. The Employer will comply with these state law provisions to the extent they provide for more generous benefits. State leave law benefits will run concurrently with FMLA benefits to the extent permitted by law.

Family Temporary Disability. During a period of unpaid leave to care for a family member with a serious health condition or a newborn or adopted child or child placed into foster care with the employee, the employee may be eligible for up to six (6) weeks (twelve (12) weeks, effective July 2020) of Family Leave Insurance ("FLI") payments through the State in a twelve (12) month period. FLI is a monetary benefit paid by the State and not a separate leave entitlement, and will thus run concurrently with FMLA and/or NJFLA leaves.

New Jersey Family Leave Act

The Employer provides eligible employees with up to twelve (12) weeks of unpaid, job-protected leave for specified family reasons under the New Jersey Family Leave Act (NJFLA).

Eligible Employees. To be eligible for NJFLA leave, an employee must have worked at least twelve (12) months for the Employer and have worked at least 1,000 hours for the Employer over the previous twelve (12) months.

Qualifying Reasons for Leave. An employee may take NJFLA leave to care for:

- A newly born or adopted child or a child placed into foster care with the employee, but the leave must start within twelve (12) months of the birth of the child or the placement of the child.

- A family member (sibling, grandparent, grandchild, child, spouse, domestic partner, civil union partner, parent-in-law, or parent of a covered individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship) with a serious health condition.

Leave taken for reasons above must be consecutive and must begin by the end of the twelve (12) month period after the birth or placement for adoption or foster care.

Leave Benefits. An employee may take up to a maximum of twelve (12) weeks of NJFLA leave in a twenty-four (24) month period, which is measured as a rolling twenty-four (24) month period that commences with the first day of NJFLA leave taken.

You may take NJFLA leave to care for a seriously ill family member:

- As a single block of time.
- By reducing your normal weekly, [but not daily,] work schedule for no more than twenty-four (24) consecutive weeks in a twenty-four (24) month period.
- Intermittently in increments lasting at least one week, but less than twelve (12) weeks in a consecutive twelve (12) month period, when medically necessary.

Employees permitted to take intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Employer's operations. The total time within which an intermittent leave is taken may not exceed a twelve (12) month period, if such leave is taken in connection with a single serious health condition.

Intermittent leaves taken in connection with more than one serious health condition episode must be taken within a consecutive twenty-four (24) month period, or until such time as the employee's twelve (12) week family leave entitlement is exhausted, whichever is shorter. An employee taking a family leave on a reduced leave schedule shall not be entitled to such leave for more than a consecutive twenty-four (24) week period. An eligible employee shall be entitled to only one leave on a reduced leave schedule during any consecutive twenty-four (24) month period. Any remaining family leave to which the employee is entitled subsequent to the expiration of a leave taken on a reduced leave schedule may be taken on a consecutive or intermittent basis.

Depending on the purpose of the employee's leave, the employee may choose to use accrued paid leave, concurrently with some or all of his/her NJFLA leave. The employee will not be eligible to accrue seniority or benefits, including vacation and holidays, during any period of NJFLA leave. The Employer will notify employees of their options to continue to participate in our group health plans during NJFLA leave.

Required Notice and Certifications. When requesting NJFLA leave, an employee must provide the Employer thirty (30) days' advance written notice. If advance written notice is not possible because of an emergency, the employee must provide the Employer with reasonable oral notice and then follow up with written notice.

The employee also must give the Employer a medical certification supporting the need for leave. The Employer reserves the right to require second or third medical opinions and periodic re-certifications. The employee must also provide periodic reports during his/her leave regarding the employee's status and intent to return to work as deemed appropriate by the Employer. If an employee fails to provide the required documentation, the Employer may delay the start of the employee's NJFLA leave, withdraw any designation of NJFLA leave or deny the leave, in which case the employee's absences will be treated in accordance with the Employer's standard leave of absence and attendance policies and the employee may be subject to discipline up to and including termination of employment.

If an employee provides false or misleading information or omits material information about an NJFLA leave, the employee will be subject to discipline up to and including immediate termination of employment.

Benefits Protection. During a family leave of absence, the employee's health benefits will be maintained under the same conditions as if the employee continued to work. If the employee decides to return to work when his/her family leave of absence ends, the employee may be reinstated to the same or equivalent job with the same pay, benefits, and terms and conditions of employment. If the employee decides not to return to work when the family leave of absence ends, the employee may be required to reimburse the Employer for the health insurance premiums paid on his/her behalf during the leave of absence (except if the failure to return to work was caused by the continuation, recurrence, or onset of serious health condition which would entitle the employee to a leave of absence under the law or other circumstances beyond the employee's control).

With regard to any pension contributions, the employee must contact the human resources official to make payment arrangements concerning contributions or credits paid toward his/her pension benefits. Employees should consult with the Employer prior to taking an approved leave.

Returning to Work after NJFLA Leave. On returning to work after NJFLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. Any employee who fails to return to work as scheduled after NJFLA leave or exceeds the twelve (12) week NJFLA entitlement will be subject to the Employer's standard leave of absence and attendance policies. This may result in termination if the employee's continued absence is unauthorized (for example, if the employee has no other Employer-provided leave available to him/her).

Retaliation Prohibited. The Employer and the NJFLA prohibit the interference with, restraint of or denial of any right provided under the NJFLA and/or discharge or discrimination against any person for opposing any practice made unlawful by the NJFLA or for involvement in any proceeding under or relating to the NJFLA. The Employer encourages employees to bring any concerns or complaints about retaliation or compliance with the NJFLA to the attention of the human resources official.

New Jersey Family Leave Insurance. During a period of unpaid leave to care for a family member with a serious health condition or a newborn or adopted child or child placed into foster care with the employee, the employee may be eligible for up to six (6) weeks (twelve (12) weeks, effective July 2020) of Family Leave Insurance ("FLI") payments through the State in a twelve (12) month period. FLI is a monetary benefit paid by the State and not a separate leave entitlement, and will thus run concurrently with FMLA and/or NJFLA leaves.

An employee's job is not protected while receiving FLI benefits – unless the employee is eligible for leave under the FMLA, NJFLA, or is otherwise designated for an approved family leave of absence.

Employees must provide the Employer with advance notice of need for leave, as follows:

- At least thirty (30) days before leave to bond with a newborn or newly adopted child, unless the time of the leave is unforeseeable or the time of the leave changes for unforeseeable reasons.

- In a reasonable and practicable manner for leave to care for a seriously ill family member on a continuous, non-intermittent basis, unless an emergency or other unforeseen circumstance precludes advance notice.
- At least fifteen (15) days before leave to care for a seriously ill family member or leave to bond with a newborn or newly adopted child on an intermittent basis unless an emergency or other unforeseen circumstance precludes advance notice.