

CONTRACT BETWEEN
BOROUGH OF EAST RUTHERFORD
AND
DEPARTMENT HEADS

Municipal Clerk, Chief Financial Officer, Superintendent of Public Works, and Court Administrator.

FOR THE PERIOD OF
JANUARY 1, 2022 THROUGH DECEMBER 31, 2026

THIS AGREEMENT is made between the Borough of East Rutherford, a municipal corporation of the State of New Jersey, ("the Borough") and those individuals currently serving as the Borough's Municipal Clerk, Chief Financial Officer, Superintendent of Public Works, and Court Administrator (the "Department Heads").

WHEREAS, the Borough and the Department Heads recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between them to the end that continuous and efficient service will be rendered to the Borough; and

WHEREAS, the parties desire to reduce to writing their understanding of the terms and conditions of employment by the Borough for the period of January 1, 2022 to December 31, 2026.

NOW, THEREFORE, it is agreed as follows:

1. Duties.

1.1 The Department Heads shall perform all of the duties of his/her job in accordance with the laws of New Jersey, the ordinances of East Rutherford, and the lawful orders of the "Appropriate Authority" (as provided by law) as same may be designated from time to time by the Borough.

2. Reservations.

2.1 The provisions of this Agreement shall be subject and subordinate to, and shall not annul or modify applicable provisions of State or Federal Laws.

2.2 The Borough hereby retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the Agreement by the laws and constitution of the State of New Jersey and of the United States of America.

2.3 Nothing contained in this Agreement shall be construed to deny or restrict the Borough of its managerial prerogatives, rights, responsibilities and authority under any federal, state, or other applicable laws.

3. Salary.

3.1 The Department Heads shall receive such annual increase/salary adjustment as approved in the yearly salary ordinance as set by the Governing Body.

3.2 The Department Head's salaries shall be paid in equal bi-weekly installments subject to all deductions required by law and any employee benefit plans.

4. Education Incentive.

4.1 The Borough shall be responsible for the costs of all classes or certification mandated by the State, or directly related to enhancing the management and functions of the

department.

5. Vacation & Personal Days.

5.1 The annual vacation allowance for the Department Heads shall be as set forth in the Personnel Manual.

5.2 Vacation days must be used by September 30th of the following year. In the event that vacation days are not used by September 30th of the following year, they will be deemed forfeited. The Borough agrees to buy back not more than five (5) days of unused vacation time at the end of each calendar year. Requests shall be made by January 31st in writing for the purchase of the prior years' time.

5.3 The Department Heads shall be entitled to four (4) personal days off, with pay, and one (1) birthday per year, with pay. In the event that they are unused by December 31st, the days may not be carried over to the following year.

6. Sick Leave.

6.1 The Department Heads will receive fifteen (15) sick days per year.

6.2 In any of the following circumstances, the Borough may require a Department Head to submit a physician's certificate upon his/her return to work after use of sick leave:

- Use of 4 or more consecutive days;
- Use of more than three (3) individual sick days in a calendar quarter; or
- Where there has been illustrated a regular or current pattern of use of sick time.

6.3 If the Department Head shall take less than fifteen (15) sick days in any year, the Borough shall buy back not more than ten (10) sick days. The remaining sick days will go to the Department Head's accumulated bank. Requests for buy back shall be submitted by November 1st of each year.

7. Holidays.

8.1 The Department Heads will receive the same holidays as those set forth by their departments.

8. Terminal Leave.

8.1 The Department Head reserve the right to retire from Borough service at any time according to the procedures established by law. Notwithstanding that, the Department Head agrees to provide the Borough with not less than 6 months' prior written notice of his/her retirement ("Retirement Notice").

8.2 Provided that the Department Head has had at least 25 years of service with the Borough of East Rutherford, he/she shall be paid for any unused sick and vacation time that the Department Head has accumulated throughout his/her employment

with the Borough. The Borough may elect to pay (1) the entire Payment in a lump sum; or (2) in equal and consecutive monthly installments on the last day of each month for a period not to exceed thirty-six (36) months from the employee's documented retirement date, which period shall be determined by the Borough in its sole discretion.

- No interest shall be paid on any installment payments.
- All payments for terminal leave shall be less any applicable deductions and withholdings.
- If the Department Head should die prior to payment in full of all installment payments required in this Section 8.2, the remaining installment payments shall be made to his/her estate.

9. Bereavement.

9.1 The Department Heads shall be entitled to three (3) working days leave with pay upon the death of a member of his/her immediate family or serious illness requiring hospitalization of a spouse, child, or step-child within the State of New Jersey, and up to six (6) working days leave if such hospitalization is required outside the State of New Jersey.

9.2 "Immediate Family Members" include the Department Head's spouse or significant other, civil union partner, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage. The Department Head will be paid for all working days during the Bereavement Leave

9.3 Any paid leave time taken as a result of the serious health condition of a family member in accordance with Section 9.2 shall be deemed to run concurrently with any applicable state or federal medical/family leave.

10. Medical, Prescription, Dental Insurance Coverage and Eyecare

10.1 The Borough shall provide the Department Head with the identical coverage given to all employees of the East Rutherford Borough

10.2 Upon retirement, the Department Head shall be entitled to Borough paid health benefits (medical, prescription, dental) in accordance with the applicable provisions of the State Health Benefits Plan and Chapter 78 until age 65 provided that the Department Head has been employed by the Borough of East Rutherford in a full time position for a minimum of twenty-five (25) years and has served at least ten (10) years in a supervisory capacity As a Retiree he/she shall pay the required premium costs as set forth by law in Chapter 78.

10.3 The Department Head shall be entitled to \$600 per year reimbursement for eye care expenses

11. Longevity

11.1 The Department Head will continue to receive longevity pay on the same terms and conditions as are currently applicable to his/her position/set forth in the salary ordinance.

12. Life Insurance.

12.1 The Borough will provide, at its own cost and expense and without cost to the Department Head, a life insurance policy in the benefit amount of ten thousand dollars face value.

13. Pension.

13.1 The Department Head will be eligible for pension and retirement benefits pursuant to the applicable statutes and laws of the State of New Jersey.

14. Professional Associations and Conferences.


14.1 The Department Head may choose to attend professional conferences sponsored by the local, state, or federal organizations. The Borough will compensate the Department Head for lodging (at the government rate), registration and direct conference expenses. The Department Head will be responsible for all other expenses not part of the conference.

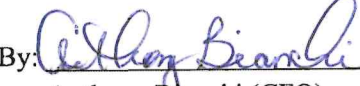
15. EFFECTIVE DATE.

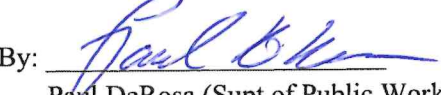
15.1 This Contract shall be binding when executed; the duration of the Contract shall begin as of January 1, 2022 and expire on December 31, 2026.

IN WITNESS WHEREOF, the parties hereto have entered their hands and seals this day of May 17, 2022

ATTEST:

By: 
Danielle Lorenc (Municipal Clerk),

By: 
Anthony Bianchi (CFO),

By: 
Paul DeRosa (Supt of Public Works)

By: Margaret Stuiso
Margaret Stuiso (Court Administrator)

BOROUGH OF EAST RUTHERFORD

By: Jeffrey L. Lahullier Mayor
Jeffrey L. Lahullier, Mayor

Witness
Witness