

AGREEMENT

BETWEEN

BOROUGH OF HIGHLAND PARK

AND

MIDDLESEX COUNCIL NO. 7,
NEW JERSEY CIVIL SERVICE ASSOCIATION

January 1, 2008 to December 31, 2011

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PREAMBLE

THIS AGREEMENT made the 7th day of October 2008,
between the BOROUGH OF HIGHLAND PARK (hereinafter referred to as the “Borough” and
MIDDLESEX COUNCIL NO. 7, NEW JERSEY CIVIL SERVICE ASSOCIATION (hereinafter
referred to as the “Association”).

WHEREAS, the Association has been selected as the bargaining agent by the employees
to be defined, and said Association has been recognized as such by the Borough; and

WHEREAS, the Association and the Borough have engaged in negotiations;

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises,
covenants, and agreements contained herein, do hereby agree as follows:

ARTICLE I
RECOGNITION

The Association is hereby designated as the bargaining agent for all employees only in the job titles set forth on Schedule A attached hereto and made a part hereof.

ARTICLE II

ASSOCIATION REPRESENTATIVES

A. The Association shall have the right to designate such of its members as it, in its sole discretion, deems necessary to act as Association representatives and/or shop stewards and such Association representatives and/or shop stewards shall not be discriminated against due to their legitimate Association activities.

B. Association officers, representatives, and/or shop stewards not to exceed two individuals shall have the right to enter upon the premises of the Borough during working hours for the purpose of conducting normal duties relative to the enforcement of this Agreement, provided reasonable advance notice is given and so long as such visits do not interfere with proper service to the public, or the normal duties of the employees. The limitation above does not apply to collective negotiations.

C. It is agreed that the Association will furnish to the Borough a list of duly elected or appointed Association officers, representatives, and shop stewards within ten (10) days after election or appointment each year. While serving as an Association representative and/or shop steward, an employee will not be promoted, re-assigned, or transferred to another location without (7) days prior written notice to the Association President.

D. An Association officer, representative, and/or shop steward may arrange to check time cards and time sheets at reasonable time, upon reasonable notice.

E. No more than two (2) Association employees will be paid their normal compensation for negotiation sessions attended during work hours. No more than five (5) Association employees may attend any negotiation session, so long as the Association membership does not exceed thirty-five (35) members.

F. Any Association employee who is a Public Safety Dispatcher must obtain the approval of the Chief of Police to attend a negotiation session or union meeting, when such session or meeting is scheduled during their shift. Ten (10) calendar days notice must be given, approval for the Chief not to be unreasonably withheld, and is contingent upon having adequate coverage.

ARTICLE III

DUES CHECK - OFF

A. The Borough shall deduct Association dues from the earnings of each Association member provided the employee executes a written authorization for such dues deduction, and provided the Association furnishes said authorization to the Borough fifteen (15) days prior to the employee's pay day. Dues will be deducted and will not be retroactive. The Borough shall deduct the sum of eight (\$8.00) Dollars from each member's first twenty four (24) pay checks for a total sum as is approved by the Association for a total sum of \$192.00 per year, or such other sum as is approved by the Association, from time to time in its sole discretion, upon notice to the Borough. The Borough shall continue to deduct said dues until an employee properly resigns as a member of the Association in accordance with the Association's By-Laws and proper written notice thereof is sent to the Borough by the Association.

B. The Borough shall deduct a representation fee in lieu of dues from each employee who is not a member of the Association but who is covered by this Agreement. The Borough shall deduct a sum in the amount of eighty five (85%) percent of the Association dues as is approved by the Association, from time to time, in its sole discretion, upon notice to the Borough.

C. The Association shall indemnify, defend, and save the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards as furnished by the Association to the Borough or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction. The Association shall not indemnify, defend, or save harmless the Borough from its own negligence concerning dues check-off.

ARTICLE IV

HOURS OF WORK

The work hours for the unit shall be as follows:

A. Borough Hall Employees - 8:00 a.m. to 4:00 p.m., or 8:30 a.m. to 4:30 p.m., one (1) hour lunch, thirty five (35) hours per week;

B. Public Safety Dispatchers - Steady Shifts in blocks of six (6) months of seven and three quarter ($7 \frac{3}{4}$) hours per day, ($38 \frac{3}{4}$) hours per week - Dispatcher commences work fifteen (15) minutes prior to starting time with a Forty Five (45) minute break for lunch to be taken at a time when a police officer is available to cover for the dispatcher. (5:45 a.m. to 2:00 p.m.; 1:45 p.m. to 10:00 p.m.; 9:45 p.m. to 6:00 a.m.) These 8 hour and 15 minute work shifts may change concomitantly with the patrol shifts, if necessary. Each Public Safety Dispatcher shall bid for a shift (First and Second Choice), every six months. Competing bids shall be determined by seniority and the results will be posted in writing at least twenty one (21) days prior to the commencement of the next six (6) month block. Swapping of shifts shall be permitted subject to the approval of the Chief of Police. Said approval not to be unreasonably withheld.

There will be a weekend dispatcher shift of a steady Saturday and Sunday shift of 16 hours each day from 0600 to 2200 for a total of 32 working hours. Dispatchers working this weekend shift will be compensated for a $38 \frac{3}{4}$ hours week. Vacation, sick and compensatory time taken will be charged as 9.75 hours for an 8 hour block taken off and 19.50 hours for a 16 hours block being taken off. Management reserves the right to institute an 8 hour and 15 minute schedule on weekends to the extent that the weekend shifts are not being filled through the bid system.

C. Department on Aging (Senior Citizens) - 8:00 a.m. to 4:00 p.m., one hour lunch, thirty-five (35) hours per week. The Borough reserves the right to change the hours back to 8:15 to

4:00 with a 45 minute lunch break.

D. Municipal Court - Regular Court sessions may alter the regular work schedule for Court personnel, however, overtime will be paid for any hours in excess of thirty-five (35) hours per week and/or eight (8) hours per day.

E. Code Enforcement Officers/Housing Inspector - 8:00 a.m. to 4:00 p.m., one (1) hour lunch, thirty-five (35) hours per week, or 8:30 a.m. to 4:30 p.m., one (1) hour lunch, thirty-five (35) hours per week, as determined by the employee with notice to the Borough.

F. Administrative Assistant- Public Works - 8:30 a.m. to 4:00 p.m., one-half (1/2) hour lunch, thirty-five (35) hours per. week, or 7:30 a.m. to 3:30 p.m., one (1) hour lunch, thirty-five (35) hours per week, as determined by the employee with notice to the Borough.

G. Individual employees may elect to work on one (1) or more Tuesday evenings from 5:30 p.m. to 8:30 p.m. when Borough Hall is open for general Borough business, for which they will be given an equal amount of time off on either Monday Morning or Friday afternoon in the same week. This change of hours can only be implemented with the individual consent of the employee and the Borough Administrator or his designee. The employees in this program will be on a rotating basis within each department.

H. This Tuesday evening work program may be unilaterally withdrawn by the Borough at any time provided seven (7) days written notice is given to the Association.

I. Employees shall be paid from the time of their arrival at the first location of the day required by the Borough to the last such required location.

J. Habitual tardiness may be cause for discipline up to and including discharge.

K. A “whole day” for school crossing guards shall be defined as one and one-half (1 ½) hours according to the following schedule:

(a.) Full school day depending on location and starting time of school:

7:55 to 8:40 a.m. or	}	morning
8:00 to 8:45 a.m.	}	morning
2:25 to 3:10 p.m.	}	afternoon

(b.) Early dismissal

7: 55 to 8:40 a.m. or	}	morning
8:00 to 8:45 a.m.	}	morning
11:55 a.m. to 12: 55 p.m.	}	noon

L. School Crossing Guards shall be salaried and paid on a twelve (12) month basis. They will receive twenty four (24) paychecks, two (2) per month.

ARTICLE V

OVERTIME

A. Employees scheduled/requested to work beyond their regularly scheduled workweek shall be paid at the rate of time and one-half (1 ½) in pay. For purpose of this subsection, Borough Hall employees shall receive overtime pay for all hours worked in excess of thirty-five (35) hours per week; employees of the Police Department, who have been receiving overtime pay for all hours worked in excess of thirty-five (35) hours per week shall continue to receive overtime pay on this basis; other employees within the Police Department shall receive overtime pay after hours of work specified in Article IV, paragraph B and C.

B. Except as provided in sub-paragraph E, employees requested to work overtime on Saturday or Sunday, or on the sixth or seventh work day in their regularly scheduled work week, shall be paid at the rate of time and one-half (1 ½) in pay.

C. Except as provided in sub-paragraph D, employees requested or scheduled to work any holiday included in Article XII shall be paid their regular day's pay plus an additional rate of time and one-half (1 ½) in pay.

D. Employees requested or scheduled to work on New Year's Day, July 4th, Thanksgiving Day, or Christmas Day shall be paid their regular day's pay plus an additional rate of two (2) times in pay.

E. Dispatchers will receive holiday pay for the holidays listed in Article XII as follows: Dispatchers who work a Monday through Friday work week will receive holiday pay (calculated at time and half or double time for certain enumerated holidays) when working on the holiday observed by other bargaining unit members.

Dispatchers who work a Tuesday through Saturday workweek or work the weekend shift

will receive holiday pay (calculated at time and half or double time for certain enumerated holidays) when they work on the actual day of the holiday regardless of when observed by other unit members.

F. In computing overtime compensation, one quarter (1/4) hour shall be the smallest fraction of an hour to be reported.

G. Overtime shall be distributed, insofar as practicable, in accordance with seniority in title, provided employees are qualified to do the work and provided no emergency exists where the Borough does not have the time to contact the employee with the most seniority possessing the skills necessary to perform the emergency work. This provision does not apply to contiguous overtime where the job must be completed. Overtime for Public Safety Dispatchers shall be based on a rotation basis, utilizing a written list.

H. In the event an employee completes his or her regularly scheduled work and who, after leaving the Borough's premises is called to return to work, said employee shall be paid the applicable overtime compensation. In the event an employee is called to return to work on any holiday included in Article XII, or between the hours of 12:00 a.m. and 6:00 a.m. on any day, employee shall be paid for a minimum of four (4) hours at straight time of pay regardless whether said hours are actually worked, except that an employee called to return to work at a time which is less than four (4) hours prior to the start of his or her next regular shift or work period shall not receive a minimum of four (4) hours at straight time, but shall receive the applicable overtime rate only for the hours worked prior to the commencement of the shift. In the event said employee is called to return to work at any other time, the employee shall be paid for a minimum of two (2) hours at straight time of pay regardless whether said hours are actually worked. If an employee called in more than one time within the same two or four hours call-out

period, the employee shall receive only one minimum pay amount.

I. Except as provided below, all employees shall have the option of receiving additional compensation for overtime work or compensatory leave, which shall be granted on the same basis as overtime compensation (example: if the employee is entitled to one and one-half (1-1/2) times pay, then the compensatory leave shall equal one and one-half (1-1/2) times the number of hours of overtime worked.) Compensatory leave shall be scheduled at mutually convenient times and may be fractured on an hour-by-hour basis. All compensatory leave must be used no later than two (2) months after the end of the month in which it is earned, unless specific written authorization due to the press of Borough business from the Department Head and Borough Administrator is received to extend the two (2) months, in which event all compensatory time must be used no later than December 31 of the year following the year it is earned. If compensatory leave is not taken by the time permitted, then payment must be made to the employee. Any overtime worked at one period of time, which is less than one (1) hour of straight time, may, at the Borough's sole option, be paid as additional compensation, in which event the employee shall not have the option of electing compensatory time.

All overtime must be approved by the Borough Administrator upon recommendation from the employee's Department Head. All compensatory time elected by the employee must be used in the year earned.

J. There shall be no pyramiding of overtime pay.

K. On February 15 of each year the Borough shall furnish to each employee a written record of the employee's compensatory time used, compensatory time unused, and total accumulated unused compensatory time. Each employee must return a signed copy of the written record within thirty (30) days of receipt indicating agreement or disagreement.

L. This Article shall not apply to school crossing guards.

ARTICLE VI

WAGES

A. 1. Effective January 1, 2008, all full-time and regular part time employees will receive a three percent (3%) salary increase over their December 31, 2007 base salary.

2. Effective January 1, 2009, all full-time and regular part-time employees will receive a three and one-quarter percent (3.25%) salary increase over their December 31, 2008 base salary.

3. Effective January 1, 2010, all full-time and regular part-time employees will receive a three and one-quarter percent (3.25%) salary increase over their December 31, 2009 base salary.

4. Effective January 1, 2011, all full-time and regular part-time employees will receive a three and three point five percent (3.35%) salary increase over their December 31, 2010 base salary.

B. All employee paychecks shall be delivered to the employees in sealed envelopes.

C. Any employee who is not at or above the top salary step for his or her particular job title and experience will be increased to that annual salary step in accordance with the step systems in Schedule A, retroactive to January 1, 2008.

D. Except as provided in paragraph J of this Article, any employee who is above the salary schedule for his or her job title and experience as of December 31, 1987, will continue to be “grandfathered” at present rate and will receive the percentage increases on top of that salary for 2008, 2009, 2010 and 2011, equal to the percentage amounts received by those employees at a step.

E. The Borough reserves the right in its sole discretion to give new employees additional salary guide credit to reflect other work experience.

F. All employees in the aforementioned salary guide shall receive step increases as follows:

If an employee is hired between January 1 and June 30 of any calendar year, his or her first step increase date is the following January 1, with subsequent step increases on every January 1 thereafter. If an employee is hired between July 1 and December 31 of any calendar year, then his or her first step increase date is the next January 1; with the third and all subsequent step increase dates on the January 1 thereafter.

G. New employees must complete their ninety (90) day probationary period prior to being eligible for a negotiated wage increase and/or a step increment. Upon successfully completing the ninety (90) day probationary period, the salary increase and/or step increment will not be retroactive.

H. School crossing guards who are no longer employed by the Borough prior to the execution of this Agreement shall not be included in the wage increase with the exception of the retirees in accordance with PERS, and deceased employees (in which case payment shall be made to his/her estate).

I. In the event the Borough requires any employee to participate in any course of instruction related to the duties and functions of the employee, the employee shall be compensated at the regular hourly rate applicable for all such time actually spent at the course of program of instruction.

J. The crossing guards whose 2008 salary is above the top step of the salary guide for crossing guards will have their salaries frozen at current levels until the top step equals or exceeds their salary.

K. Anyone promoted from Clerk to Principal Clerk on the attached salary guides will be placed at the salary step of Principal Clerk that is one step higher than the salary step of Clerk that they occupied immediately preceding the promotion. For example, if the promoted

individual is at step 14 on the Clerk's Guide, they will be placed at step 4 of the Principal Clerk guide. If they are at step 10 on the Clerk's Guide, they will be placed on step 1 of the Principal Clerk guide, etc.

L. All Code Enforcement Officers also perform Housing Inspections.

ARTICLE VII

WAGE INCREASE ELIGIBILITY

A. All employees in this bargaining unit being carried on the Borough's payroll on January 1, 2008 or who commence employment on or after that date, and all employees on approved leaves of absences shall receive the wage increase with the following exceptions:

1. All wage increases hereunder shall be retroactive to January 1, 2008 on the same terms and conditions as outlined in this paragraph.

2. Employees who severed employment with the Borough prior to December 6, 2007, shall not be included in the wage increase, unless the employment was severed due to retirement. A person who has retired (as defined by the pension laws) will be eligible for the increase due from January 1, 2008 to retirement date.

ARTICLE VIII
NEW EMPLOYEES

A. It is the intention of the Borough in cooperation with the Association to start all new employees at the first step/minimum of the salary range for that position. Exceptions to this policy, if they should occur, shall be communicated in writing to the Association President.

B. The Borough shall advise the Association of the name and address of each new employee hired who is covered under this Agreement. This advice shall be given on a monthly basis and the Association shall advise the Borough at least ten (10) working days prior to the next pay period whether the employee is an Association member so the Borough can effect a payroll deduction for Association dues or a representation fee in lieu of dues.

C. The Borough retains the right to give additional salary step credit to reflect outside work experience.

ARTICLE VIII

PROMOTIONS

A. Any employee promoted shall receive as his or her new annual salary the greater of (a) \$250.00 increase over his or her existing annual base salary, or (b) the minimum of the salary range for the new position. An increase in pay due to a promotion shall not preclude an employee from receiving the wage increases set forth in Article VI.

B. A promotion shall be defined as follows: advancement in job classification having new duties of greater difficulty or responsibility; or advancement into a new job classification having a salary range with a greater maximum than the prior job classification.

C. All vacancies and job titles covered under this Agreement and all temporary work assignments which shall exceed thirty consecutive work days (to the extent known in advance) shall be posted in writing by the Borough for a period of one week. In addition, a copy of said notice shall be given to the Association at the time of posting. In filling such vacancies, the Borough may give preference to existing employees over new employees provided the existing employee is qualified to perform duties of this position. The Borough, in its sole discretion, shall determine the qualifications of the existing employee.

ARTICLE VIII

LONGEVITY

A. Subject to the money cap in paragraph C below, all employees hired before January 1, 1986, shall be entitled to receive longevity payments, which in 2008 will be based upon their 2008 annual salary, which in 2009 will be based upon their 2009 annual salary, which in 2010 will be based upon their 2010 annual salary, and which in 2011 will be based upon their 2011 annual salary, commencing with the completion of the fifth year as follows:

Beginning with 6 through 10 years of service - 2 percent
Beginning with 11 through 15 years of service - 3 percent
Beginning with 16 through 20 years of service - 4 percent
Beginning with 21 years of service and over - 5 percent

B. All employees hired after January 1, 1986, shall commence longevity entitlement with the completion of the seventh year of service as follows:

Beginning with 8 through 10 years of service - 2 percent
Beginning with 11 through 15 years of service - 3 percent
Beginning with 16 through 20 years of service - 4 percent
Beginning with 21 years of service and over - 5 percent

C. For all employees hired prior to December 31, 1997, a uniform longevity cap of \$1,350.00, shall apply, even if the employees were hired after November 21, 1971. Employees hired after December 31, 1997, shall not be entitled to any longevity.

D. This Article shall not apply to school crossing guards.

ARTICLE XI

MEDICAL BENEFITS

- A. The Borough agrees to continue to provide the State Health Benefits Plan Health Insurance to all full time employees and pay the premium for NJDIRECT 15 or the HMO selected by the employees and the employee's eligible dependants, for all employees covered under this agreement at no cost to the employee. Effective January 1, 2009, employees who select the NJDIRECT 10 will pay the difference in the premium between the NJDIRECT 15 and the NJDIRECT 10. The co-pays associated with the plan selected by the employee remain the responsibility of the employee.
- B. The Borough, at its sole cost and expense, shall provide to all full-time employees, and said employee's eligible families with coverage under the dental insurance plan attached to the Memorandum of Agreement dated July 9, 2008.
- C. The Borough will provide a prescription drug program for all full time employees and their eligible dependants. Employees are responsible to pay the co-pays required by the prescription plan selected by the Borough.
- D. All full-time employees shall continue to be covered by an eyeglass replacement reimbursement program with full family coverage, at the Borough's sole cost and expense. Each such employee shall be entitled to up to two (2) reimbursements per year. The total reimbursement for each employee may not exceed the sums set forth in subparagraph E below. The reimbursement is limited to lenses and/or frames, or contact lenses, but excludes examination fees. Non-prescription sunglasses and non-prescription colored contact lenses are not reimbursable. Employees shall receive reimbursement within forty-five (45) days of the furnishing of a written receipt for eligible costs incurred.

E. The total annual reimbursement for the term of this contract, beginning January 1, 2008, shall not exceed \$135.00.

F. The Borough retains the right to change insurance carriers so long as substantially similar benefits, coverage, and servicing of claims are provided, and further provided that all preexisting conditions covered under the existing plan will continue to be covered by the new plan, with no lapse in coverage.

G. This Article shall not apply to school crossing guards except that school crossing guards shall be fully covered by the Borough for Worker's Compensation in the same manner as other Borough employees.

H. The Borough shall provide copies of all insurance policies covering the school crossing guards at the request of the Association.

ARTICLE XII

HOLIDAYS

A. All full-time employees shall be entitled to the following paid holidays:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
General Election Day
Thanksgiving Day and the day after
Christmas Day

Holiday pay for dispatchers is paid in accordance with Article V. E.

B. When a paid holiday falls on a Saturday, it shall be observed on the preceding Friday.

When a paid holiday falls on a Sunday, it shall be observed on the following Monday.

C. All employees shall be entitled to any other holidays declared by the resolution of the Borough Council as a holiday for this Association.

D. The date of the observance of holidays may be changed by mutual written agreement of the Borough and the Association.

ARTICLE XIII A

PERSONAL LEAVE

(EXCLUDING SCHOOL CROSSING GUARDS)

- A. Except as provided in sub-paragraphs B, E, and G, all full-time employees shall have four (4) paid personal days in each calendar year for any personal purpose, in addition to all other types of leave provided in this Agreement. Personal days may not be carried over from one calendar year to the following calendar year. Personal days may be taken on separate days or may be taken consecutively; however, the employee should give the Borough one (1) week's prior notice for each personal day to be taken, except in the event of an emergency. Personal leave may not be used to extend vacations or holidays, except in extenuating circumstances, and with thirty (30) days prior notice to the employee's Department Head and approval by the Borough Administrator.
- B. New employees shall be credited with up to one (1) personal day at the conclusion of their probationary ninety (90) day employment period. This personal day may not be taken during the probationary period. Thereafter, such employee shall be credited with personal days on January 1 or each year, subject to sub-paragraphs E and G.
- C. All employees shall be entitled to fracture up to one personal day on an hour-by-hour basis.
- D. If there is an abuse of extending vacation or holidays with a personal day without extenuating circumstances, then disciplinary action may result.
- E. Employees whose employment terminates between January 1 and January 31, shall receive no paid personal days for the calendar year in which they are last employed; employees whose employment terminates between February 1 and April 30 of a calendar year shall receive

one (1) paid personal day for the calendar year in which they are last employed; employees whose employment terminates between May 1 and August 31 shall receive the two (2) personal days for the calendar year in which they are last employed; and employees whose employment terminates after August 31 shall receive three (3) paid personal days for the calendar year in which they are last employed.

F. If an employee's employment terminates prior to the end of the year and the number of personal days used exceeds the number of days to which the employee is entitled, considering the number of months worked during the year, then the employee's per diem rate of pay for the excess day or days shall be deducted from the final pay check.

G. Effective January 1, 2002, all employees shall receive personal days under the following schedule:

1. Completion of probation - 1 day;
2. January 1 following completion of probation — 2 days; and
3. Next succeeding January 1 – 4 days.

ARTICLE XIII B

PERSONAL LEAVE

(SCHOOL CROSSING GUARDS ONLY)

A. One (1) personal day for each employee may be requested and taken for each half school year (semester, i.e., either September through January or February through June), during this contract period.

B. If no paid personal day is taken by any individual employee during any half school year, then one (1) day's extra pay will be included in the final paycheck for that half school year.

C. Fracturing of personal days is permitted in ½ half day increments, provided coverage can be obtained for the other half day.

D. Any employee requesting a personal day in writing one (1) week before the day requested will be guaranteed for the day if:

1. No other employee is on scheduled vacation, and

2. No other employee has already requested and been scheduled for the same day off for a personal day.

3. If an emergency personal day is required and no other employee is off for any reason, including sick time, vacation or personal day, then the employee requesting the personal day will receive it at the discretion of the Chief of Police or his designee.

ARTICLE XIV

MILITARY LEAVE

All employees shall be entitled to military and other related leave in accordance with applicable law.

ARTICLE XV (A)

BEREAVEMENT LEAVE

(Excluding School Crossing Guards)

- A. All full-time employees shall receive up to three (3) paid working days leave in the event of the death of the employee's son-in-law, daughter-in-law, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law or the employee's or his or her spouse's grandparents, grandchildren, aunts, uncles, or any other member of the employee's immediate household who have continuously resided there for at least one year prior to the date of death. For the death of an employee's spouse, parent or child, the employee shall receive up to five (5) paid working days leave.
- B. Said days shall be taken within five (5) calendar days of the date of the death, funeral, or memorial service.
- C. Bereavement days may be taken on separate days or consecutively, and the employee shall, whenever possible, give notice for each bereavement day to be taken to the Borough Administrator or his designee one day prior.
- D. It is understood and agreed by the parties that bereavement leave is separate and distinct from any other leave time.
- E. If an employee is on vacation and a death occurs that is covered under paragraph A, vacation leave shall terminate and bereavement leave shall apply. If a holiday or regularly scheduled day off falls within a bereavement leave period, then no additional time off with pay shall be given.
- F. All full-time employees may receive up to one (1) paid working day leave (but not more than three (3) days in any calendar year in the event of the death of a relative not described in

paragraph A), or in the event of the death of a person who had an unusually close relationship with the employee (but not the employee's spouse). This leave is subject to the approval of the Borough Administrator, which approval shall not be unreasonably withheld. The Borough Administrator may request the recommendation of the employee's Department Head before considering this request for bereavement leave. The denial of this additional bereavement leave shall not be grievable or arbitrable.

G. Reasonable verification of the death and relationship may be required by the Borough Administrator or his designee.

H. An employee may make a request of the Borough Administrator or his designee for time off to attend a funeral and/or to sit shiva separate and distinct from bereavement leave. Such request, if granted by the Borough Administrator or his designated representative, shall be charged, at the option of the employee, as a vacation or personal day.

I. This Article shall not apply to School Crossing Guards.

ARTICLE XV (B)

BEREAVEMENT LEAVE

(School Crossing Guards Only)

- A. All school crossing guards, except substitutes, shall receive three (3) paid working days bereavement leave in the event of the death of the employee's brother, sister, grandparent and the brother, sister, or grandparent of their spouse.
- B. Five (5) paid working days bereavement leave will be granted in the event of an employee's spouse, child, parent.
- C. All such bereavement leave must be taken within five (5) calendar days of either the date of death or the date of funeral.

ARTICLE XVI

MATERNITY LEAVE

Maternity leave without pay shall be granted by the Borough in accordance with the following procedure:

- A. All initial applications for, as well as applications for extensions or reductions of maternity leave, shall be made in writing to the Borough.
- B. Any employee intending to apply for maternity leave shall advise the Borough of the fact of her pregnancy and of her prospective plans for taking maternity leave and her best estimate of when the maternity leave will begin no later than the end of the fourth month of pregnancy. Such written request shall specify when the employee wishes her leave to commence and to terminate.
- C. Upon applicable to the Borough Administrator or his designee, child rearing leave may be granted without pay for a period not to exceed six (6) months.
- D. The Borough's policy on FMLA and NJFLA leave is incorporated herein in its entirety.

ARTICLE XVII

LEAVE WITHOUT PAY

Leave without pay may be granted to full time and part time permanent employees. Normally, it may be granted only when the employee has used his or her sick days, personal days, and vacation leave in the case of illness, or his or her vacation leave if leave without pay is requested for reasons other than illness. Written requests for leave without pay must be initiated by the employee, and may be taken if favorably endorsed by the Department Head and approved by the Borough Administrator may proceed only through the grievance and arbitration procedures. Such leave, except for military leave without pay, shall not be approved for a period of longer than six (6) months at one time. The Borough Council may extend such leave for an additional six (6) months or a portion thereof for cause.

ARTICLE XVIII

SPECIAL LEAVE

In the event an employee is unable to report to work due to weather or civil emergency, the Borough Administrator, at the discretion of the employee, may charge the time off to accumulated vacation leave or personal leave, provided the employee notified his supervisor of his or her inability to report for work. In the event an employee wishes to observe a religious or national holiday for which no regular holiday has been declared, he or she may charge the time off to accumulated vacation leave or personal leave, provided he or she receives prior approval from the Borough Administrator or his designee, which shall not be unreasonably withheld.

ARTICLE XIX A

SICK LEAVE

(EXCLUDING SCHOOL CROSSING GUARDS')

- A. Employees hired prior to January 1, 1986, shall receive fifteen (15) sick days per year.
- B. Employees hired on January 1, 1986, and thereafter, shall receive twelve (12) sick days per year and an additional three (3) sick days per year. Such employees are eligible to use three (3) additional days for, and only for, the following:
1. Hospitalization, provided same is not for tests;
 2. Recuperation from a hospital stay or as described in sub-item above;
 3. An extended illness of more than ten (10) consecutive working days;
 4. The three (3) additional days per year for such hospitalization, recuperation, or extended illness are cumulative, but only to be used in future years as indicated above in sub-items 1, 2 and 3 for hospitalization, recuperation, and/or extended illness, and they are not eligible for any buy-out termination, resignation, or retirement of employment, and may only be used after the employee first uses his or her twelve (12) sick days that year.
- C. During the first year of employment, a new employee shall be credited with sick leave at the rate of one (1) day per month on a month-to-month basis until the completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of sick days shall be credited at the rate of one and one-quarter (1-1/4) days per month, for employees hired before January 1, 1986, and credited at the rate of one (1) day per month for employees hired on or after January 1, 1986. Thereafter, all employees hired prior to January 1, 1986, shall be credited with fifteen (15) sick days and all employees hired on or after January 1, 1986, shall be credited with twelve (12) sick days for that calendar year on January 1 of that year.
- D. If an employee's employment terminates prior to the end of the year and the number of

sick days used exceeds the number of days to which the employee is entitled, considering the number of months worked during the year, then the employee's per diem rate of pay for those excess days shall be deducted from the final pay period or refunded.

E. Unused sick days may be accumulated without limitation, except that the three (3) additional sick days for employees hired after January 1, 1986, referred to in paragraph B are cumulative for hospitalization, recuperation, and extended illness only.

F. All employees shall be permitted to fracture sick days as follows:

i. all sick days may be fractured in ½ day increments;

G. An employee who has been absent on sick leave for five (5) or more consecutive work days in a twelve (12) month period may be required to submit medical evidence substantiating the illness. In addition, the Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. The Employee shall pay for the proof of illness if he/she is absent on five (5) or more similar days that contribute to a pattern of possible sick leave abuse. Abuse of sick leave shall be cause for disciplinary action.

H. Paid holidays occurring and bereavement days taken during a period of existing sick leave shall not be charged to sick leave.

I. Sick leave may be used for personal illness or for illness of a person in the employee's family who resides in the employee's home, requiring attendance on behalf of an ill person, or in the event of the employee's quarantine, pregnancy, and related illness or disabling injuries.

J. Sick leave is not an additional twelve (12) or fifteen (15) vacation or personal days off per year.

K. During protracted periods of illness or disability of an employee, the Borough Administrator or his designee may require interim reports on the condition of the employee at

weekly or bi-weekly periods from the employee's physician and/or a Borough designated physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to receive sick leave pay during such period of illness or disability. The Borough shall pay for such medical reports requested under this paragraph that the employee has not already obtained himself. Upon the request of the Borough, the employee shall submit the necessary paperwork to the employee's insurance company for reimbursement to the Borough.

L. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee under medical care fails to carry out orders of the attending physician unless the employee immediately changes his/her attending physician;
2. When in the Opinion of a Borough designated medical physician the employee is ill or disabled because of a deliberate self-imposed action or non-action. However, the employee may obtain an opinion from a physician of his or her choice concerning the illness or disability. If this opinion conflicts with that of the Borough's designated physician, then a third physician shall be jointly designated by the Association and the Borough Administrator. The opinion of this physician shall be binding on both parties and shall be paid on a 50/50 basis by both parties;
3. When in the opinion of a Borough designated physician the disability or illness is not of sufficient severity to justify the employee's absence from duty. However, the employee may obtain an opinion from a physician of his or her choice concerning the illness or disability. If this opinion conflicts with that of the Borough's designated physician, then a third physician shall be jointly designated by the Association and the Borough Administrator. The opinion of this physician shall be binding on both parties

and shall be paid on a 50/50 basis by both parties;

4. When an employee does not report to a Borough designated physician after being requested to do so; and

5. When the Borough Administrator or his designee is unable to contact the employee by the beginning of the third day of illness, the third and subsequent days shall not be allowed as sick leave until contact is made.

M. This Article XIX applies to regular part-time employees and full-time employees.

Temporary and seasonal employees are not entitled to sick leave compensation.

N. Employees shall not be allowed to work and endanger the health and well-being of himself/herself or of other employees, If the Borough's designated physician determines that the employee, if allowed to work, will endanger the health and well-being of himself/herself or other employees, then the Borough Administrator may direct the employee to take sick leave.

However, the employee may obtain an opinion from a physician of his/her choice as to his/her ability to work without endangering the health and well-being of himself/herself or other employees. If this opinion conflicts with that of the Borough's designated physician, a third physician shall be jointly designated by the Association and the Borough Administrator. The opinion of this physician shall be binding on both sides and paid for on a 50/50 basis by each side.

O. On February 15 of each year, the Borough shall furnish to each employee a written record of the employee's sick days used, sick days unused, and total accumulated unused sick days.

Employees shall return a signed-off copy of this record by April 1 of each year.

P. Sick leave shall not be allowed for ordinary dental care, nor for any other professional service that may be normally scheduled within the employee's regular time off. The utilization of

sick leave for elective, cosmetic medical procedures will not be allowed if the procedures may be normally scheduled within the employee's regular time off.

Q. If an employee is absent from work for reasons that entitle him to sick leave, the Borough Administrator or his designated representative shall be notified as soon as possible, but not later than one-half (1/2) hour prior to the start of the scheduled work shift from which he or she is to be absent from except in the event of an emergency. Failure to notify the Borough Administrator or his designated representative may be cause for denial of the sick leave for the absence and may constitute cause for disciplinary action for a second and subsequent occurrences within the preceding twelve (12) months. An employee who is absent for five (5) consecutive days or more without reasonable justification and who does not notify the Borough Administrator or his designated representative on any of the first five (5) days, will be subject to dismissal.

R. Any employee who engages in outside employment while on sick leave shall notify, in writing, the Borough Administrator or his designee of such employment prior to assuming or resuming such outside employment. The Borough retains the right to utilize the employee for light duty.

S. Any employee who calls in sick and engages in outside employment without previously notifying the Borough Administrator or his designee in writing shall be subject to immediate discipline that may include discharge.

ARTICLE XIX B

SICK LEAVE

(SCHOOL CROSSING GUARDS ONLY)

- A. Effective September 1, 2008, school crossing guards shall receive three (3) sick days per year to be utilized as follows: Up to two (2) sick days may be used during the fall semester (September – December) and the remaining sick day may be used during the spring semester (January – June). Unused sick days in the fall semester may be carried forward to the spring semester and utilized then. No more than two (2) sick days per school year may be placed and accumulated in their sick bank, which bank may accumulate without limitation.
- B. The Borough may require proof of illness of an employee on sick leave whenever such requirement appears reasonable.
- C. Abuse of sick leave shall be cause for disciplinary action.
- D. Paid holidays occurring and bereavement days taken during a period of existing leave shall not be charged to sick leave.
- E. Sick leave may only be used for personal illness or for illness of a person in the employee's family who resides in the employee's home, requiring attendance on behalf of an ill person, or in the event of the employee's quarantine, pregnancy, and related illness or disabling injuries.
- F. Sick leave shall not be allowed for ordinary dental care, nor for any other professional service that may be normally scheduled within the employee's regular time off. The utilization of sick leave for elective, cosmetic medical procedures will not be allowed if the procedures may be normally scheduled within the employee's regular time off.
- G. If an employee is absent from work for reasons that entitle them to sick leave, the

Borough Administrator or their designated representative shall be notified as soon as possible, but not later than one (1) hour prior to the start of their scheduled work shift from which they are to be absent, except in the event of an emergency. Failure to notify the Borough Administrator or their designated representative may be cause for denial of the sick leave and may constitute cause for disciplinary action.

H. Any employee who calls in sick and engages in outside employment without previously notifying the Borough Administrator or their designated representative in writing shall be subject to immediate disciplinary action that may include discharge.

ARTICLE XX

ACCUMULATED SICK LEAVE BUY OUT

A. Except as provided in paragraph B below, all employees, hired prior to January 1, 1986, shall be entitled to receive a lump sum payment as supplemental compensation, which sum shall be computed at the rate of one-quarter (1/4) of the employee's daily rate of pay for each day of earned and unused accumulated sick leave on the last day of employment, based upon the average compensation received during the last twelve (12) months of active employment.

B. Upon attaining fifteen (15) years of service with the Borough, an employee hired prior to January 1, 1986, shall be entitled to receive said lump sum payment computed at the rate of one-third (1/3) of the employee's daily rate of pay for each day of earned and unused accumulated sick leave as set forth above. If an employee hired prior to January 1, 1986 is terminated for cause within four (4) years of his or her one (1) year anniversary date, then said employee shall not be entitled to any lump sum payment under this Article.

C. All employees hired on or after January 1, 1986, shall be entitled to receive a lump sum payment as supplemental compensation as described in paragraph A, but based upon the following formulas:

<u>Years of Service</u>	<u>Fraction</u>
0 - 2 years of service	No benefit
over 2 - 4 years of service	1/8 th of employee's daily rate of pay
over 4 - 6 years of service	1/7 th of employee's daily rate of pay
over 8 - 9 years of service	1/5 th of employee's daily rate of pay
over 9 -19 years of service	1/4 th of employee's daily rate of pay
beginning 20 years of service	1/3 rd of employee's daily rate of pay

However, all employees hired after January 1, 1986, who are terminated for cause at any time within fourteen (14) years of their one year anniversary date, will not be entitled to any benefits under this Article.

D. Employees hired after August 1, 1981, shall be entitled to receive accumulated sick time pay-off under the applicable formula in paragraph A or paragraph B above, up to a maximum of Five Thousand Dollars (\$5,000.00) for each such employee.

E. Employees hired on or prior to August 1, 1981, shall be entitled to receive accumulated sick time pay-off under the formula in paragraph A, up to a maximum of Eight Thousand Dollars (\$8,000.00) for each such employee.

F. Each employee with more than fifteen (15) years of service with the Borough must give at least three (3) months advance notice before retirement unless the employee is deceased, disabled, or if the retirement is due to medical conditions affecting the job performance of that employee. Failure to give timely notice shall result in forfeiture of benefits under this Article.

G. Each employee who resigns from the employ of the Borough, and employees who retire with fifteen (15) or less years of service with the Borough, must give at least three (3) weeks notice before the resignation or retirement unless the employee is deceased, disabled, or if the resignation is due to medical conditions affecting the job performance of that employee.

Employees so resigning or retiring may use a total of up to three (3) vacation and/or personal days and an additional one (1) day of sick leave without submission of a doctor's note during this three (3) week notice period, notwithstanding any other provision of this Agreement. The three (3) vacation and/or personal days may be taken consecutively.

H. This Article shall not apply to school crossing guards.

ARTICLE XXI

WORK INCURRED INJURY LEAVE

- A. Time lost due to work related injury, or illness shall not be chargeable to sick leave. Upon written application, the Borough shall grant a leave of absence with pay to any employee disabled by injury or illness as a result of or arising from his or her employment. The Borough shall continue to compensate the injured employee his or her full pay until the employee is able to return to work, but such leave with full pay shall not exceed one (1) year. The foregoing provision shall in no way affect or limit whatever rights the Borough has to seek involuntary permanent retirement prior to the end of one (1) year for the employee whose injury or illness renders him or her unable to return to work.
- B. Any employee on injury leave shall promptly pay to the Borough all temporary disability payments received pursuant to the Worker's Compensation Statutes of New Jersey.
- C. In the event the Borough denies injury leave to an employee, the denial is subject to the Grievance and Arbitration procedures and the employee may elect to use any accumulated sick leave, personal leave, vacation leave, or any other leave until he or she is able to return to employment.
- D. In the event the employee is denied injury leave, he or she may thereafter apply to the Borough for leave without pay pursuant to Article XVII.
- E. Employees who are injured, however slightly or severely, while working, shall make an immediate written report within eight (8) working hours thereof to the Borough Administrator or his designee.
- F. The employee upon request of the Borough Administrator or his designee shall submit periodic status reports of his or her medical condition. All reports requested by the Borough

which have not already been obtained by the employee shall be paid by the Borough. The Borough at its sole discretion may require the employee to submit such costs for such medical reports to his insurance provider.

G. Any employee who while receiving benefits under this Article and who engages in outside employment without the prior written permission of the Borough Administrator or his designee, shall be subject to discipline up to and including discharge. Such permission shall not be unreasonably withheld.

H. This Article shall not apply to school crossing guards.

ARTICLE XXII

JURY LEAVE

- A. Should an employee be called to serve as a juror, he or she shall receive full pay from the Borough for all time spent on jury duty. Any pay received by the employee from the court for serving as a juror shall not be deducted from the employee's regular pay.
- B. If the jury compensation is increased by the State after the execution of this Agreement, then the Borough and the Association shall re-open negotiations on the issue of whether employee shall reimburse the Borough in whole or in part for the compensation received for serving as juror.
- C. The employee must notify the Borough Administrator or his designee within five (5) days of receipt of a Summons for jury duty, and a Public Safety Dispatcher shall also notify their supervisor the next business day.
- D. An employee is not eligible for benefits under this Article if the employee has voluntarily sought jury service.
- E. An employee shall submit a form indicating the time service on jury duty and the compensation received for such service.
- F. If on any given day an employee is serving as a juror and he or she is released by the Court prior to 1:00 p.m. if serving in New Brunswick, that employee shall return to work no later than 2:30 p.m. that day in order to receive pay for that day.
- G. A Public Safety Dispatcher shall receive time off due to jury duty under the following circumstances:
- Dispatchers working the 5:45 a.m. to 2:00 p.m. shift shall be eligible for leave when in the same calendar day their jury duty is during their shift.

- Dispatchers working the 1:45 p.m. to 10:00 p.m. shift shall be eligible for leave when in the same calendar day their jury duty is before their shift.
- Dispatchers working the 9:45 p.m. to 6:00 a.m. shift shall be eligible for leave when in the same calendar day this jury duty is after their shift.

ARTICLE XXIII

BREAKS

- A. Each employee shall be entitled to one (1) ten (10) minute break for each half-day period of work (morning and afternoon shall each be considered a half-day period of work and equivalent periods for second and third shift shall also be considered half-day periods of work).
- B. An employee shall not take his/her break in the office of another employee or in his/her own office. Dispatchers will attempt to take their breaks while a Police Officer is in the building. If no officer is present, the Dispatcher will request a Police Officer on the road to return to Police Headquarters to relieve the Dispatcher.
- C. The scheduling of breaks may be altered by the Borough so that adequate coverage is provided in each office.
- D. This Article shall not apply to school crossing guards.

ARTICLE XXIV A

VACATIONS

(EXCLUDING SCHOOL CROSSING GUARDS)

A. All employees shall be granted vacation leave based upon the following schedule:

<u>COMPLETED YEARS OF SERVICE</u>	<u>AMOUNT OF VACATION DURING EACH YEAR OF SERVICE</u>
Less than one year	One working day for each two months Of service
One Year	10 working days
Five Years	11 working days
Six Years	12 working days
Seven Years	13 working days
Eight Years	14 working days
Nine Years	15 working days
Ten Years	16 working days
Eleven Years.	17 working days
Twelve Years	18 working days
Thirteen years	19 working days
Fourteen Years	20 working days

B. All vacation leave for one (1) year may be taken consecutively provided the employee gives the Borough sixty (60) days written notice.

C. After the completion of five (5) full years of service, with the approval of the Borough Administrator, or his designee, and the employee's Department Head, an employee may take all vacation leave consecutively, including accumulated vacation leave, but not to exceed twenty

(20) consecutive work days. Such permission shall not be unreasonably withheld by either the Department Head, the Borough Administrator, or his designee.

D. All vacation days may be accumulated for one (1) additional calendar year. Any vacation days not taken in the next calendar year after they were earned will be forfeited.

E. Vacation schedules shall be arranged by Department. On or before March 1 of each year, all employees shall advise their Department Head of their first and second choice, if any, for vacation during the period May 15 through November 15 of that year, and through May 15 of the following calendar year. Conflicts shall be determined by seniority and the needs of the Borough. Each Department Head shall post the vacation schedules no later than twenty (20) days after February 1 or September 1, as the case may be.

1. Additional vacation requests may be made with thirty (30) days prior written Notice provided this request does not conflict with vacation requested in Paragraph E.

F. In the event an official holiday is observed during an employee's vacation, he or she shall be entitled to an additional vacation day.

G. Employees may receive their salaries in advance of the vacation if the normal pay period falls within said vacation and provided fifteen (15) days prior written request is given to the Borough's Treasurer.

H. On February 15th of each year, the Borough shall furnish to each employee a written summary of the employee's vacation days used, vacation days unused, and total accumulated unused vacation days. The employee shall return a signed copy of this written form indicating his or her acceptance or disagreement with the Borough's record by April 15 of each year.

I. Upon approval from the Chief of Police, Public Safety Dispatchers may take vacation in one (1) day blocks of time.

ARTICLE XXIV B

VACATION

(SCHOOL CROSSING GUARDS ONLY)

Employees may request vacations without pay with the following conditions:

1. A vacation may be requested with a maximum one (1) week period at a time.
2. A vacation may be requested with a maximum of two (2) weeks total per school year.
3. A minimum of two (2) weeks advance written notice requesting a vacation must be submitted by the employee.
4. If the above conditions are met, and no other employee has previously requested and been scheduled for a vacation day or personal day conflicting with the employee's vacation request, permission for the requested vacation will not be unreasonably withheld by the Borough Administrator upon the recommendation of the Chief of Police or his designee.
5. Upon approval from the Chief of Police, crossing guards may take vacation in one (1) day blocks of time.

ARTICLE XXV

GRIEVANCE PROCEDURES

A. A grievance is defined as a claimed breach, misapplication, or misinterpretation of any rules, regulations, policies, decisions, or orders affecting an employee's terms and conditions of employment. An employee wishing to process his own grievance may do so provided: (a) the employee provides to the Association Grievance Committee written notice of his or her intention to process the grievance; (b) the employee provides the Association Grievance Committee copies of all documents in connection with the processing of the grievance, including but not limited to the written grievances furnished at each step and the Borough's written response at each step; and (c) no adjustment or settlement of the grievance is made inconsistent with the terms of this Agreement, applicable state and federal statutes, or the regulations of the New Jersey Public Employment Relations Commission. In the event the Association, in its sole discretion, determines that an adjustment or settlement of the grievance is inconsistent as set forth above, then the Association may, in its sole discretion, intervene as a party in the grievance procedure or arbitration, or seek such other judicial relief as it deems appropriate to enjoin an inconsistent adjustment or settlement of a grievance.

B. Grievance shall be processed in the following manner:

Step 1: The Association, through its authorized Association representative or shop stewards, shall present the employee grievance or dispute to the employee's immediate supervisor, in writing, within fifteen (15) calendar days of its occurrence or within fifteen (15) calendar days after the employee became aware of its occurrence. The immediate supervisor shall attempt to adjust the matter and shall respond to the employee and the authorized Association representative and/or shop steward within five (5) calendar days thereafter.

Step 2: If the grievance has not been adjusted, it shall be presented in writing by the Association Grievance Committee to the Department Head within ten (10) calendar days after the date the immediate supervisor's response is due in Step 1. The Department Head shall respond to the Association Grievance Committee, in writing, within ten (10) calendar days thereafter.

Step 3: If the grievance still remains unadjusted, it shall be presented by the Association Grievance Committee to the Borough Administrator, in writing within ten (10) calendar days after the response of the Department Head is due in Step 2. The Borough Administrator shall respond, in writing, to the Association Grievance Committee within twenty (20) calendar days thereafter. At the time the grievance is presented by the Association Grievance Committee to the Borough Administrator, the Association Grievance Committee may request a meeting with the Borough Administrator, to be held within twenty (20) calendar days after the request for said meeting and no decision shall be issued by the Borough Administrator prior to the holding of such meeting, where requested. Any written request shall contain all the relevant facts including all previous correspondence and the applicable section of the contract violated and remedy sought.

C. A group or policy grievance shall be submitted directly to the Borough Administrator on the Step 3 level.

D. The Association may notify the Mayor and Council of any grievance that is presented to the Borough Administrator by sending a copy of the grievance form to the Mayor and Council through the office of the Borough Clerk.

E. Upon prior notice to and with the authorization of the Borough Administrator, one designated Association representative shall be permitted as a member of the Grievance

Committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough of Highland Park as determined by the Borough Administrator or his designee or require the recall of off-duty employees.

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

ARTICLE XXVI

(ARBITRATION) GRIEVANCE PROCEDURE - CONTINUED

Step 4: Within ten (10) calendar days of the Borough Administrator's decision, the Borough, employee, or the Association may apply to the Public Employment Relations Commission (PERC) for binding arbitration. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously with the application to PERC, the Association will send notice to the Borough of its application for arbitration.

A. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.

B. The decision of the Arbitrator shall be binding upon the Borough, the Association, and the employee.

C. The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

D. The costs for the services of the Arbitrator shall be borne equally by the Borough and the Association or by the employee if the Association does not pursue the grievance to arbitration. Any other expenses, including, but not limited to, the presentation of witnesses shall be paid by the party incurring same.

E. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Law of the State of New Jersey and shall be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to modify, detract from, or alter in any way the provisions of this agreement or any amendment or supplement thereto.

F. Only one issue at a time may be submitted for consideration to a single arbitrator.

ARTICLE XXVII

LAYOFFS

- A. The Borough retains the right to layoff employees for economy or other legitimate reasons. In the event such layoffs are made, same shall be accomplished by overall seniority, and not seniority in title, provided the remaining employees are qualified to do the remaining work. Each employee who is transferred to a new job title, as a result of a layoff, shall be placed on probation in the new job for a period of ninety (90) days.
- B. In all cases, the Borough shall provide a minimum of thirty (30) days advance written notice to employees who are to be laid off.
- C. Employees who are laid off pursuant to this Article shall be placed on an eligibility list for re-hire for any vacancies for which they are qualified as determined by the Borough. Such employees, if so qualified, shall be given preference over new employees. The employees shall remain on the recall list for a period of one (1) year.

ARTICLE XXVIII

PART-TIME EMPLOYEES

A. Part-time employee means an employee who works twenty-five (25) or less hours per week, but who can exceed twenty-five (25) hours for a maximum of six (6) months in any calendar year.

B. All part-time employees hired prior to January 1, 1986, shall receive the following benefits:

1. Vacation: One-half of the vacation days accorded full-time employees and in accordance with all of the provisions of Article XXIV.

2. Sick Leave: One-half of the sick days afforded full-time employees and in accordance with all of the provisions of Article XIX.

3. Holidays: That portion of any holiday listed in Article XII which the employee was regularly scheduled to work.

4. Personal Days: One-half of the personal days accorded full-time employees and in accordance with the provisions of Article XIII.

5. Bereavement Days: One-half of the bereavement days accorded full-time employees and in accordance with all of the provisions in Article XV.

6. Military Leave, Accumulated Sick Time Pay-off, Injury Leave, Maternity Leave and Jury Duty: Same benefits as accorded full-time employees and in accordance with the provisions of this Agreement governing those benefits.

7. Medical Program: In accordance with the provisions of Article XI.

C. All part-time employees hired on or after January 1, 1986, shall receive the same benefits as part-time employees hired before January 1, 1986, except as follows:

i. Vacation days pro-rated not only for the number of days but also for the length of the day. (Example: An employee in a twenty-five (25) hour a week position where the position would normally be a forty (40) hour a week position such as a Dispatcher. When a full-time employee would be entitled to ten (10) eight (8) hour days of vacation, this part-time employee would be entitled to five (5) four (4) hour days of vacation.)

D. This Article shall not apply to school crossing guards.

E. All part-time employees hired after December 6, 2004 shall receive no benefits.

ARTICLE XXIX

RIGHTS AND PRIVILEGES OF THE ASSOCIATION

- A. The Borough agrees to make available promptly to the Association all existing public information concerning the Borough of Highland Park, including but not being limited to the financial resources of the Borough of Highland Park, which may be necessary for the Association to process any grievance, unfair practice charge, arbitration, or complaint. All such information shall be updated upon request. All requests shall be made through the Borough Administrator.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the Borough and the Association to participate during work hours in contract negotiations, grievance procedures, arbitration hearings, unfair practice charges, or other PERC hearing, PERC conferences, or PERC meeting, the employee shall suffer no loss in pay.
- C. The Association shall have free and unrestricted use of two (2) bulletin boards which shall be provided by the Borough for its exclusive use. There shall be one bulleting board in Borough Hall and one in the Police Department.
- D. Such bulletin board space shall be used by the Association for posting of notices and bulletins pertaining to Association business and activities only.
- E. No matter may be posted by an employee without receiving express permission of the officially designated Association representative and may be removed by the Borough if deemed appropriate, but only after the Borough first consults with the Association representative.

ARTICLE XXX

PERSONNEL FILES

A. Employees have the right to inspect and copy their individual personnel files upon request to the Borough without limitation and during normal working hours and upon reasonable notice to the Borough. The Borough agrees that the official personnel files of each unit employee shall be maintained in the office of the Borough Administrator. Employees have the right to define, or object in writing to any material found in the personnel file within thirty (30) days of review of material in file and such writing shall become a permanent part of the employee's personnel file.

B. The Borough agrees to expunge from the employee's personnel file any disciplinary actions which are older than five years. The Borough will expunge from the employee's personnel file any verbal reprimand which is older than six months.

ARTICLE XXXI

EMPLOYEE EXPENSES

Authorized expenses incurred by an employee on the Borough's behalf shall be reimbursed by the Borough within forty (40) days after the Borough's receipt of a completed voucher and receipt for the expense.

ARTICLE XXXII

SAFETY

- A. The Borough agrees to promote the safety and adequacy of all working areas and equipment and such tools as are provided for employee use and the Borough shall provide all necessary safety equipment.
- B. Where safety equipment is provided, it is the responsibility of the employee to utilize such equipment.
- C. It is further understood that employees will report all safety hazards and defects to their immediate supervisors. If a supervisor agrees that a hazard or defect exists, he shall inspect and correct such hazards or defects.
- D. The Borough will maintain, at all times, an Employee Safety Committee which shall

consist of a maximum of eight (8) members, equal total representation from unions and management, and at least one (1) representative from the Association.

E. The safety committee shall meet to discuss any safety matters periodically and shall make written recommendations regarding such matters.

ARTICLE XXXIII

MEAL REIMBURSEMENT

Any employee required to work through a supper or other meal hour shall be credited with a meal allowance at a rate not to exceed \$7.00.

ARTICLE XXXIV

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself without limitation, all powers, rights, and authority, duties, and responsibilities, conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, from time to time as amended, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities.
2. To decide the number of employees needed for any particular time except where questions of employee safety are involved and to be in sole charge of the quality and quantity of the work required.
3. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer and assign according to law or to retain employees in positions with the Borough.

4. To set rates of pay for temporary and seasonal employees.
5. To suspend, demote, discharge, or take any other appropriate disciplinary actions against any employee for good and just cause according to law.
6. The Borough will provide the Association president with at least thirty (30) calendar days written notice prior to a decision being made to subcontract bargaining unit work. The Association may request, within five (5) calendar days of the written notice, a meeting with the Borough to discuss the subcontracting being considered. The Association President will be notified of the subcontracting before any individual bargaining unit member who may be affected by the subcontracting is notified. The Association will be responsible for notifying employees about the possible subcontracting.
7. The Borough will provide the Association with all bid notices, if any, for the subcontracting of unit work when the bids are submitted.
8. Employees affected by the subcontracting of bargaining unit work will be given notice of the Borough's decision and will be able to exercise their rights both in accordance with article XXVII.
9. This Article does not apply to inter-local or intra-local agreements.

ARTICLE XXXV

MAINTENANCE OF WORK OPERATIONS

A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize, or support any strike (i.e., the concerted failure to report for any duty or the concerted and willful absence of employees from their positions, or stoppage of work, or absence in whole or in part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slow-down, or other illegal job action against the Borough.

B. In the event of a strike, slow-down, walk-out, or job action, it is covenanted and agreed that participation in any or all such activity by any Association member shall entitle the Borough to consider such activity as grounds for disciplinary action up to termination of employment, but said discipline must, if imposed, be equally applied to each and every employee who participates.

C. The Association agrees that it will make every reasonable effort (provided same does not require the disbursement of Association funds) to prevent its members from participating in any strike, work stoppage, slow-down or other illegal job action. The Association shall publicly disavow each action and request all of its members who participate in such activities to cease and desist from same immediately and to return to work.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction in the event of such breach by the Association or a concerted breach by members of the Association.

E. The Borough agrees not to lock-out its employees.

ARTICLE XXXVI

COMPUTATION ERRORS

During the term of this Agreement, all computation errors shall be corrected within a reasonable time after discovery and notice.

ARTICLE XXXVII

TEMPORARY WORK ASSIGNMENT

Employees assigned to fill higher level positions on a temporary basis shall be paid at the rate of pay of the minimum of the higher level position or shall receive an increase of \$250.00 over his/her existing annual base salary, whichever is greater, after working in the higher level position for thirty (30) consecutive calendar days, or after working in the higher level position for any thirty (30) working days out of any sixty (60) consecutive calendar days.

ARTICLE XXXVIII

SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXIX

SHOP STEWARDS

- A. One day per month the Borough shall permit one shop steward of the Association to leave his/her employment at 12:45 p.m. for the purpose of attending a monthly shop steward seminar held at the Institute for Labor and Management Relations.
- B. If the meeting as described in paragraph A of this Article is over by 3:00 p.m., he/she shall return to work within fifteen (15) minutes to Borough Hall.
- C. A substitute will be permitted to attend if a person normally assigned to attend is unable to attend because of duties of office. Notice of a substitute shall be given to the Borough Administrator and affected Department Head as soon as possible and in any event prior to departure from the workplace.
- D. The shop steward attending these meetings shall suffer no loss of pay or other benefits and shall not be required to make up any lost time from work.

ARTICLE XL(A)

CLOTHING AND UNIFORMS

(EXCLUDING SCHOOL CROSSING GUARDS)

- A. Clothing lost, destroyed, or damaged during the course of employment other than by ordinary wear and tear shall be replaced by the employee at his/her own expense.
- B. Any employee will be sent home without pay who reports to work out of uniform without a reasonable excuse.
- C. Dispatchers, Bus Drivers and Code Enforcement employees will receive a \$350 per year clothing allowance to be paid via a voucher system to a vendor approved by Administration in accordance with the uniforms determined by the Department Head. If the clothing allowance of \$350 is insufficient to cover the cost of uniforms, an employee may petition the Administrator to increase the \$350 cap amount to cover uniform costs.
- D. The clothing allotment shall include any miscellaneous clothing items that are necessary to complete the uniform required under the contract, including shoes, belts, ties, nameplates, patches, sweaters, approved for use by dispatchers.

ARTICLE XL(B)

CLOTHING

(SCHOOL CROSSING GUARDS ONLY)

New crossing guards will be provided with the basic clothing allotment as set forth in paragraph G until completion of 90 probationary period, after which the clothing allowance will be pro-rated per paragraph A(2).

Effective January 1, 2009, crossing guards will be provided with \$350 clothing allowance via a voucher system.

A. The Borough will provide clothing for each employee during the indicated year and in the amounts and manner specified below:

1. Employee with 1 (one) or more full years of service: not to exceed \$350.00.
2. Employee with less than 1 full year of service: prorated by month.

B. Clothing will be purchased by voucher at vendor approved by the Borough Administrator or Chief of Police. Thereafter, employees will receive credit for two (2) vouchers, one in September and one in January.

C. Employees must be employed for ninety (90) days before being entitled to the clothing allowance.

D. First semester is September through January, second semester is February through June.

E. Employees must request a voucher be created at the designated vendor by the Chief of Police or his designee prior to ordering any clothing.

F. Allowable Clothing: items to be approved by the Chief of Police or his designee, not to exceed total yearly allowance:

Coat — Orange

Gloves/Mittens — White or Safety Orange

Scarfs — White, Navy Blue or Black — Solid Colors

Whistle

Slacks — Blue

Shirts, Shorts or Long Sleeve — Light Blue

Boots or Shoes - Black

Rain Coat — Yellow

Rain Cape/Hat — Yellow

Light Jacket - Blue

Insulated underwear

Black or navy blue socks

Earmuffs or equivalent

G. The Borough will provide new employees and substitutes with a hat, badge and safety vest, which will be in addition to any clothing allowance they may receive in the future.

H. The employee accepts full responsibility for the proper maintenance of their uniforms and agrees to turn them into the department in good condition, less reasonable wear and tear, upon

their resignation as a school crossing guard.

I. All clothing styles are to be uniform for all employees as governed by the Chief of Police or his designee.

J. Employee Identification badges, as provided by the Borough, must be worn as part of the uniform.

K. The Borough shall purchase a new orange winter coat for each crossing guard with more than one year of service, no later than the first week of January. Any school crossing guard who terminates employment prior to April shall return the orange winter coat to the Borough.

ARTICLE XLI

DISCIPLINE

The Borough shall have the right to suspend or discharge an employee for good cause, upon written notice to the employee and the Association, which shall contain a statement of the reasons therefore, unless circumstances require immediate action. In a case requiring immediate action, written notification shall be accomplished after such suspension or discharge. Any suspension, fine, demotion, or disciplinary action taken against any employee shall be subject to the grievance procedure and arbitration provided for herein, in addition to any other remedy permitted by law. If a prerogative writ action is filed and dismissed for lack of jurisdiction or failure to exhaust administrative remedies, Borough legal costs will be assessed to the Union and/or employee, depending upon who brought action.

ARTICLE XLII

EXCEPTIONS TO BARGAINING DUTY

A. The Borough shall not be required to bargain with the Association concerning the initial hours of work or the initial salary of any new employee who accepts initial employment in a job title not included on Schedule A. However, if the Borough voluntarily recognizes the Association as the exclusive bargaining representative for the new job title, or if the Public Employment Relations Commission includes this new job title in the unit represented by the Association, then the Borough shall negotiate all of the terms and conditions of employment, including but not limited to hours of work and salary, for the new job title as part of the negotiations for the next successor labor agreement between the parties.

B. The Borough shall not be required to bargain with the Association concerning the initial hours of work of any present or future employee who is already covered by this Agreement, or any successor thereto, at the time when such employee leaves his or her employment in a job title covered by this Agreement, and voluntarily accepts employment in a new job title not included on Schedule A, provided the new job title has been posted by the Borough. However, if the Borough voluntarily recognizes the Association as the exclusive bargaining representative of the new job title, or if the Public Employment Relations Commission includes this job title in the unit represented by the Association, then the Borough shall negotiate all of the terms and conditions of employment, including but not limited to hours of work for the new job title as part of the negotiations for the next successor labor agreement between the parties.

C. The Borough shall continue to bargain with the Association in all respects as required by law or by this Agreement. It is further expressly understood and agreed that the hours of work of any present employee serving in any job title included on Schedule A shall not be altered without

prior bargaining with the Association.

ARTICLE XLIII

EMPLOYEE TIME CLOCK

If utilized, time clocks will be located in both Borough Hall and the Public Safety Building for the purpose of recording an employee's time worked. The time cards obtained therefore will be recognized as the official record of time "in and out" and may be used for determination of timeliness of work schedules. Any alterations of a time card without prior written permission of the Borough Administrator may result in disciplinary proceedings up to and including discharge.

ARTICLE XLIV

STIPENDS

The stipend system is eliminated, and those effected employees are being compensated by moving two steps on the revised salary guide for their position, effective January 1, 2008.

ARTICLE XLV

PROBATIONARY EMPLOYEES

All new employees will be employed on a probationary basis for their first ninety (90) days under the following conditions:

- A. Such an employee can be terminated at any time within the first ninety (90) days based upon the recommendation of his or her supervisor for lack of performance, poor attendance, poor attitude, or other good and sufficient reason. Any termination during this ninety (90) day probationary period is not grievable nor arbitrable, but such decision is made solely at the discretion of the Borough.
- B. During the probationary period of employment, such an employee shall only be entitled to the following benefits: holiday pay pursuant to Article XII, bereavement leave pursuant to Article XV, worker's compensation pursuant to State Statute, and sick days as set forth below.
- C. A probationary employee may take no sick days during the balance of the calendar month in which he or she is hired. However, an employee hired between the first and fifteenth day of the month will accrue a sick day for that month, even though it may not be taken in that month. An employee hired between the sixteenth and thirty-first day of the month will not accrue a sick day for that month. During the second calendar month of employment, an employee may utilize one sick day, and in the third calendar month may utilize an additional sick day, or may use two sick days in the third calendar month if no sick day was used in the second calendar month. Any time off for any reason whatsoever in excess of these permitted sick days will be taken as time off without pay. If no sick days

are taken during the probationary period of employment, then on the first day of the fourth calendar month, the employee will accrue four sick days if hired between the first and fifteenth day of a month, and will accrue three sick days if hired between the sixteenth and thirty-first day of the month.

- D. The Borough may extend the probationary period for up to sixty (60) days following the end of the initial ninety (90) day probationary period if additional guidance and/or training are needed. A written performance review with a performance improvement plan will be submitted at the time of the extension. During the extension, performance reviews will be submitted after 30 days and after 60 days. Any decision to extend the probationary period is neither grievable nor arbitrable. Any employee terminated at any time during the probationary extension period, or at the conclusion thereof, is neither grievable nor arbitrable.
- E. Union dues deductions or representation fee in lieu of dues will be made during the probationary period, in accordance with the provisions of Article III.
- F. A probationary employee shall be enrolled in the medical and dental insurance programs on the first day of the month following 60 days of employment since these are the first days of eligibility pursuant to the medical and dental insurance policies which cover unit employees.

ARTICLE XLVI

PAYROLL ADJUSTMENTS

A. If the Borough pays an employee a sum less than that to which he or she is entitled, then reimbursement shall be made to the employee no later than the date of the next paycheck provided at least ten (10) days notice has been given to the finance office. In the event the Borough pays an employee more than the sum to which he or she is entitled, then repayment to the Borough shall be pro-rated, if necessary, over multiple different pay periods so that no more than ten percent (10%) of that employee's net salary is withheld for re-payment.

B. If an Employee elects to personally purchase disability insurance coverage, the Borough agrees to make a deduction for same from his or her paycheck and to disburse the appropriate amount to the disability insurance company.

ARTICLE XLVII

ADVERSARY DATES

The employee's anniversary date shall be based upon date of hire.

ARTICLE XLVIII

FLEX TIME

- A. Flex time will be permitted if mutually agreed upon by the employee and the Borough Administrator, in consultation with the Department Head. The final decision concerning the use of flex time shall be made by the Borough Administrator and shall not be subject to appeal or grievance by the affected employee or Council 7.
- B. Flex time shall be implemented on a total voluntary basis and is not to be considered a substitute for overtime.
- C. Part-time employees who receive no benefits may seek flex time in order to take time off for vacation or due to time lost on account of sickness or injury.

ARTICLE XLIX

DURATION OF AGREEMENT

THIS AGREEMENT shall be effective as of January 1, 2008, and shall extend through December 31, 2011.

The Borough and the Association do hereby agree that they shall commence negotiations for an Agreement for the year 2012 on or before July 1, 2011.

ATTEST:

BOROUGH OF HIGHLAND PARK

Borough Clerk

Mayor

WITNESS:

MIDDLESEX COUNCIL NO. 7
NEW JERSEY CIVIL SERVICE ASSN.

SCHEDULE A

WAGES

COUNCIL SEVEN					
Clerk Typist, Bus Driver, Police Records Clerk, Court Violations Clerk					
	2007	2008	2009	2010	2011
1st	23,544.00	24,250	25,038	25,852	26,718
2nd	24,804.00	25,548	26,378	27,236	28,148
3rd	25,430.00	26,193	27,044	27,923	28,859
4th	26,170.00	26,955	27,831	28,736	29,698
5th	26,683.00	27,483	28,377	29,299	30,280
6th	27,312.00	28,131	29,046	29,990	30,994
7th	27,939.00	28,777	29,712	30,678	31,706
8th	28,564.00	29,421	30,377	31,364	32,415
9th	29,189.00	30,065	31,042	32,051	33,124
10th	29,819.00	30,714	31,712	32,742	33,839
11th	30,443.00	31,356	32,375	33,428	34,547
12th	31,072.00	32,004	33,044	34,118	35,261
13th	31,698.00	32,649	33,710	34,806	35,972
14th	32,323.00	33,293	34,375	35,492	36,681
Deputy Tax Collector, Finance Assistant, Deputy Court Administrator, Principal Clerk Typis					
	2007	2008	2009	2010	2011
1st	31,072.00	32,004	33,044	34,118	35,261
2nd	31,698.00	32,649	33,710	34,806	35,972
3rd	32,323.00	33,293	34,375	35,492	36,681
4th	33,581.00	34,588	35,713	36,873	38,108
5th	34,205.00	35,231	36,376	37,558	38,817
6th	34,836.00	35,881	37,047	38,251	39,533
7th	35,463.00	36,527	37,714	38,940	40,244
8th	36,086.00	37,169	38,377	39,624	40,951
9th	36,713.00	37,814	39,043	40,312	41,663
10th	37,341.00	38,461	39,711	41,002	42,375
11th	37,941.00	39,079	40,349	41,661	43,056
12th	38,541.00	39,697	40,987	42,319	43,737
13th	39,141.00	40,315	41,625	42,978	44,418

CODE ENFORCEMENT OFFICERS/HOUSING INSPECTORS						
	2007	2008	2009	2010	2011	
Code Enforcement Officer						
Hire thru 1st year	35,430	36,493	37,679	38,903	40,207	
Beginning 2nd year	35,919	36,997	38,199	39,440	40,762	
Beginning 3rd year	36,413	37,505	38,724	39,983	41,322	
Beginning 4th year	37,113	38,226	39,469	40,751	42,117	
Beginning 5th year	37,913	39,050	40,320	41,630	43,025	
Beginning 6th year	38,813	39,977	41,277	42,618	44,046	
Beginning 7th year	39,713	40,904	42,234	43,606	45,067	
Beginning 8th year	40,615	41,833	43,193	44,597	46,091	
Master Code Enforcement Officer/ZO						
Promotion thru 1st year	51,318	52,858	54,575	56,349	58,237	
Beginning 2nd year	51,907	53,464	55,202	56,996	58,905	
Beginning 3rd year	52,494	54,069	55,826	57,640	59,571	
Beginning 4th year	53,290	54,889	56,673	58,514	60,475	
Beginning 5th year	54,400	56,032	57,853	59,733	61,734	
Beginning 6th Year	56,796	58,500	60,401	62,364	64,453	
Beginning 7th year	57,382	59,103	61,024	63,008	65,118	
Beginning 8th year	57,971	59,710	61,651	63,654	65,787	

SCHOOL CROSSING GUARDS					
	2007	2008	2009	2010	2011
0-less than 1 year	6,927	7,135	7,367	7,606	7,861
1+year - 2 years	8,319	8,569	8,847	9,135	9,441
3 Year & Thereafter	8,661	8,921	9,211	9,510	9,829
Part Time Crossing Guard		15.00	15.49	15.99	16.53
PART-TIME HOURLY RANGE SCALE					
Clerk-Typist	Minimum		Maximum		
2008 -2011	13.73		18.28		