

Contract no. 1238 EVELYN S.

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
BOROUGH OF HIGHLAND PARK
AND
MIDDLESEX COUNCIL NO. 7
NEW JERSEY CIVIL SERVICE ASSOCIATION

TERM: JANUARY 1, 1991 - DECEMBER 31, 1993

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JUN 19 1991

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PREAMBLE

THIS AGREEMENT made the _____ day of _____, 1991, between the BOROUGH OF HIGHLAND PARK (hereinafter referred to as the "Employer") 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 Employer; and

WHEREAS, the Association and the Employer 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 Employer 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 Employer 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 seven (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 times, 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.

ARTICLE III

DUES CHECK-OFF

A. The Employer 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 Employer fifteen (15) days prior to the employee's pay day. Dues will be deducted beginning the first pay day after furnishing of the authorization and will not be retroactive. The Employer shall deduct the sum of eight (\$8.00) Dollars from each member's first twenty-four (24) pay checks for a total sum of One Hundred Ninety-two (\$192.00) Dollars per year or such other sum as is approved by the Association from time to time in its sole discretion, upon notice to the Employer. The Employer 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 Employer by the Association.

B. The Employer 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 Employer shall deduct the sum of Six Dollars eighty Cents (\$6.80) from each of the non-member employee's first twenty-four (24) pay checks, or a total sum of One Hundred sixty-three dollars twenty cents (\$163.20) per year or such other 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 Employer.

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 Employer 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 - 8:30 a.m. to 4:30 p.m., one (1) hour lunch, thirty-five (35) hours per week;

B. Water Department Maintenance Personnel Only - 7:30 a.m. to 4:00 p.m., one-half (1/2) hour lunch, forty (40) hours per week;

C. Police and Fire Departments - Clerical - 8:00 a.m. to 4:00 p.m., one (1) hour for lunch, thirty-five (35) hours per week;

D. Police Department Maintenance Person - 7:00 a.m. to 3:00 p.m., one-half (1/2) hour lunch, thirty-seven and one-half (37 1/2) hours per week;

E. Public Safety Dispatchers - Rotating Shifts of seven and three-quarter (7 3/4) hours per day, thirty-eight and three-quarter (38 3/4) hours per week - Dispatcher commences fifteen (15) minutes prior to starting time with a one-half (1/2) hour break for lunch to be taken at a time when a police officer is available to cover for the dispatcher. (7:45 - 4:00; 3:45 - 12:00; 11:45 - 8:00). Overtime pay will be calculated based upon a forty (40) hour per work week basis. (Illustration -- Annual Salary divided by 40 x 52 weeks = basis for calculating overtime hourly rate.)

F. Department on Aging (Senior Citizens) - 8:15 a.m. to 4:00 p.m., forty-five (45) minutes^{lunch}, thirty-five (35) hours per week;

G. 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;

H. Code Enforcement Officers/Housing Inspector - 8:00 a.m. to 4:00 p.m., one (1) hour lunch, thirty-five (35) hours per week;

I. Principal Assessing Clerk - 8:30 a.m. to 4:00 p.m., one-half (1/2) hour lunch, thirty-five (35) hours per week;

J. Individual employees may elect to work on one (1) or more Tuesday evening 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.

K. 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.

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

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

ARTICLE V

OVERTIME

A. Employees scheduled/requested to work beyond their regularly scheduled work week shall be paid at the rate of time and one-half (1 1/2) in pay. For purposes of this sub-section, 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, paragraphs C, D and E.

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 1/2) 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 1/2) in pay.

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

E. Water Department employees shall be paid at the rate of two (2) times in pay when called to work on a Sunday to respond to an emergency condition, as determined by the Employer.

F. Holiday pay will be paid to a public safety dispatcher who is scheduled to work on the actual day of a holiday, regardless of when the holiday is observed by other unit members and/or regardless of the day that Borough Hall is closed. Holiday pay will not be paid to a public safety dispatcher who is scheduled to work on the day a holiday is observed by other unit members, either because the holiday falls on a Saturday or Sunday, or because the holiday is observed on a different day by mutual consent of the Employee and the Association. When a public safety dispatcher actually works on the actual day of a holiday, he or she shall receive holiday pay in accordance with the provisions of subparagraphs C or D, whichever sub-paragraph applies.

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

H. 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 Employer 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. The person holding the position of Records Clerk-Typist/Dispatcher shall be included on this list.

I. In the event an employee completes his or her regularly scheduled work and who, after leaving the Employer'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, the 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 is 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.

J. Except as provided below, all clerical 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 Employer's sole option, be paid as additional compensation, in which event the employee shall not have the option of electing compensatory time.

K. There shall be no pyramiding of overtime pay.

L. On March 15 of each year the Employer 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.

M. Water Department employees who are assigned to inspect the fluoridation treatment facilities on a Sunday or holiday shall be

paid for a minimum of two (2) hours of work at time and one-half (1 1/2) in pay, regardless whether said hours are actually worked.

N. Public Safety Dispatchers overtime pay will be calculated based upon a forty (40) hour per work week basis. Illustration - Annual Salary divided by 40 x 52 weeks = basis for calculating overtime hourly rate.

ARTICLE VI

WAGES

A. Effective January 1, 1991, all full-time employees will receive a 6.0 percent salary increase over their December 31, 1990 base salary.

B. Effective January 1, 1992, all full-time employees will receive a 5.75 percent salary increase over their December 31, 1991 base salary.

C. The parties agree to a reopener for the third year of the contract. Both parties may raise three and only three issues at the bargaining table which is inclusive of salary proposals.

D. All employee pay checks shall be delivered to the employees in sealed envelopes.

E. Effective January 1, 1991, all part-time employees will receive a 6.0 percent salary increase over their December 31, 1990 base salary; effective January 1, 1992, they will receive a 5.75 percent salary increase over their December 31, 1991 base salary.

F. The percentage salary increases referred to in sub-paragraphs A, B and E above have been applied to the base salaries referred to in those sub-paragraphs in order to calculate the annual salaries for the various job titles referred to on Schedule B.

G. The 1991 salary adjustments are retroactive to January 1, 1991.

H. Any employee who is not at or above the salary for his or her particular job title and experience will be increased to that annual salary in accordance with the step system in Schedule B, retroactive to January 1, 1991.

I. 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 1991, and 1992, equal to the percentage amounts received by those employees at a step.

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

K. All employees in the aforementioned salary guide shall have an anniversary date of July 1st. In other words, step increments are payable as of July 1st. The parties agree to set up a blue ribbon committee to study the anniversary date issue. Such committee shall be comprised of two representatives from each party and shall issue a written report to the Governing Body within ninety (90) days of execution of contract.

L. 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.

ARTICLE VII

WAGE INCREASE ELIGIBILITY

All employees in this bargaining unit being carried on the Employer's payroll on January 1, 1991, 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:

A. All wage increases hereunder shall be retroactive to January 1, 1991, or in the case of employees hired after January 1, 1991, retroactive to date of hire.

B. Employees who sever employment with the Employer prior to the execution of this Agreement shall not be included in the wage increase with the exception of Gertrude Gerr, who shall receive the wage increase from January 1, 1991 to date of termination.

ARTICLE VIII

NEW EMPLOYEES

A. It is the intention of the Employer 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 Employer 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 Employer at least ten (10) working days prior to the next pay period whether the employee is an Association member so the Employer can effect a payroll deduction for Association dues or a representation fee in lieu of dues.

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

ARTICLE IX

PROMOTIONS

A. Any employee promoted shall receive as his or her new annual salary the greater of (1) \$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: an 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 Employer 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 Employer may give preference to existing employees over new employees provided the existing employee is qualified to perform duties of the position. The Employer, in its sole discretion, shall determine the qualifications of the existing employee.

ARTICLE X

LONGEVITY

A. All employees hired before January 1, 1986, shall be entitled to receive longevity payments which in 1991 will be based upon their 1991 annual salary, and which in 1992 will be based upon their 1992 annual salary, commencing with the completion of the fifth year of service 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
(see paragraph C).

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
(see paragraph C).

C. Employees hired after November 21, 1971 will have their longevity capped at \$1,000.00. Employees hired prior to November 21, 1971 shall have their longevity capped at \$1,350.00.

ARTICLE XI

MEDICAL BENEFITS

A. All full-time employees and part-time employees (except as provided in Article XXIX) who regularly work at least twenty (20) hours per week, and said employee's eligible families shall be covered, at the Employer's sole cost and expense, by any of the medical insurance plans attached hereto, with choice of Blue Cross, Rutgers Community Health Plan (RCHP), Health Ways, Co-Med, or any other health maintenance organization authorized by the New Jersey State Health Benefits Bureau as an approved alternative. If the premium of any newly approved alternative plan is greater than the then premium cost of Blue Cross, 14/20 program, then the employee shall be responsible to pay the difference in the premium cost.

B. Effective upon signing of this Agreement all employees hired by the Borough working less than 35 hours per week shall not receive health benefits including dental, prescription and optical.

C. The Employer, at its sole cost and expense, shall provide to all full-time employees, and said employees' eligible families with coverage under the dental insurance plan attached hereto, except as provided in Paragraph B.

D. All full-time employees, and said employee's eligible families shall be covered, at the Employer's cost and expense, by a \$3.00 co-pay drug prescription program, except as provided in Paragraph B.

E. All full-time employees shall be covered by an eyeglass replacement reimbursement program at the Employer'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 sum of \$50.00 per year. Effective upon signing of this Agreement the cap shall be increased to \$100.00. 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.

F. The Employer 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 pre-existing conditions covered under the existing plan will continue to be covered by the new plan, with no lapse in coverage.

ARTICLE XII

HOLIDAYS

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

New Year's Day
Martin Luther King's Birthday
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

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 Employer and the Association.

ARTICLE XIII

PERSONAL LEAVE

A. Except as provided in paragraphs B, E, and all full-time employees shall have three (3) 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 Employer 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 of each year, subject to paragraph E & 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 two (2) paid 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. All employees hired after January 1, 1991 shall receive personal days under the following schedule:

1. Completion of probation thru 5 years - 1 day.
2. Completion of 5 years thru completion of 10 years - 2 days.
3. Completion of 11 + years - 3 days.

ARTICLE XIV

MILITARY LEAVE

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

ARTICLE XV

BEREAVEMENT LEAVE

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, parent, 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 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 day or personal day.

ARTICLE XVI

MATERNITY LEAVE

Maternity leave without pay shall be granted by the Employer 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 Employer.

B. Any employee intending to apply for maternity leave shall advise the Employer 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 commence and terminate. The employee shall request maternity leave 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 application to the Borough Administrator or his designee, child rearing leave may be granted without pay for a period not to exceed six (6) months.

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 or his designee. Denial 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

SICK LEAVE

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 these three (3) additional days for, and only for, the following:

1. Hospitalization provided same is not for tests;

2. Recuperation from a hospital stay as described in sub-item 1 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 at 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 hired prior to January 1, 1988, shall be permitted to fracture sick days as follows:

i. One (1) day per calendar year may be fractured on an hour-by-hour basis;

ii. Up to an additional two (2) days per calendar year may be fractured on a half (1/2) day basis;

iii. All of the remaining sick days must be taken on a full day basis.

iv. Employees hired on or after January 1, 1988, may not fracture sick days.

G. An employee who has been absent on sick leave for five (5) or more consecutive work days or fifteen (15) or more total work days in a twelve (12) month period may be required to submit medical evidence substantiating the illness. In addition, the Employer 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 Employer shall pay for such medical reports requested under this paragraph that the employee has not already obtained himself. Upon the request of the Employer, 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. Employees with alcoholic conditions or psychological disorders will be handled on a case-by-case basis. 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;

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 Employer 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 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 Employer, 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:

Years of Service

Fraction

0 - 2 years of service

No benefit

over 2 - 4 years of service

1/8th of employee's
daily rate of pay

over 4 - 6 years of service	1/7th of employee's daily rate of pay
over 6 - 8 years of service	1/6th of employee's daily rate of pay
over 8 - 9 years of service	1/5th of employee's daily rate of pay
over 9 - 19 years of service	1/4th of employee's daily rate of pay
beginning 20 years of service	1/3rd 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 Employer 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 Employer, and employees who retire within fifteen (15) or less years of service with the Employer, must give at least three (3) weeks notice before the resignation or retirement unless the employee is deceased, disabled, or if the resignation or retirement 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.

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 Employer 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 Employer 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 Employer 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 Employer all temporary disability payments received pursuant to the Worker's Compensation statutes of New Jersey.

C. In the event the Employer 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 Employer 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 Employer which have not already been obtained by the employee shall be paid by the Employer. The Employer 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.

ARTICLE XXII

JURY LEAVE

A. Should an employee be called to serve as a juror, he or she shall receive full pay from the Employer 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 Employer and the Association shall re-open negotiations on the issue of whether employees shall reimburse the Employer in whole or in part for the compensation received for serving as a juror.

C. The employee must notify the Borough Administrator or his designee within five (5) days of receipt of a Summons for jury duty.

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 served 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, or prior to 11:00 a.m. if serving in any other location other than 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.

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. On or before September 1, all employees shall advise their Department Heads of their first or second choice, if any, for vacation for the period November 15 of that year through May 15 of the following calendar year. Conflicts shall be determined by seniority and the needs of the Employer. 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 above.

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 Employer's Treasurer.

H. On February 15th of each year, the Employer 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 Employer's record by April 15 of each year.

I. All employees entitled to ten (10) or less vacation days shall be permitted to fracture these days as follows:

i. If the employee is entitled to ten (10) vacation days in a year (employee with one to four years of service), then the two weeks shall be taken in blocks of five (5) days each. If the employee has less than ten (10) vacation days, then one week must be taken as a block of five (5) days; the remaining days must be taken together consecutively, but the remaining days in excess of the one (1) week need not be taken consecutively with the block of five (5) days. However, notwithstanding the foregoing, if the week taken as a block has a holiday or holidays in that week, then the extra day or days may be fractured on a half (1/2) day basis.

ii. If an employee is entitled to between eleven (11) and fourteen (14) vacation days in a year (employee with five to eight years of service), he or she must take one week as a block

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. On or before September 1, all employees shall advise their Department Heads of their first or second choice, if any, for vacation for the period November 15 of that year through May 15 of the following calendar year. Conflicts shall be determined by seniority and the needs of the Employer. 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 above.

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 Employer's Treasurer.

H. On February 15th of each year, the Employer 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 Employer's record by April 15 of each year.

I. All employees entitled to ten (10) or less vacation days shall be permitted to fracture these days as follows:

i. If the employee is entitled to ten (10) vacation days in a year (employee with one to four years of service), then the two weeks shall be taken in blocks of five (5) days each. If the employee has less than ten (10) vacation days, then one week must be taken as a block of five (5) days; the remaining days must be taken together consecutively, but the remaining days in excess of the one (1) week need not be taken consecutively with the block of five (5) days. However, notwithstanding the foregoing, if the week taken as a block has a holiday or holidays in that week, then the extra day or days may be fractured on a half (1/2) day basis.

ii. If an employee is entitled to between eleven (11) and fourteen (14) vacation days in a year (employee with five to eight years of service), he or she must take one week as a block

of five (5) days; and may fracture up to two (2) days on a half (1/2) day basis, and may further fracture one (1) additional day on a hour by hour basis. All remaining days must be taken in full days.

iii. If an employee is entitled to fifteen (15) or more vacation days in a year (employee with nine years or more service), he or she must take ten (10) of those vacation days in two (2) separate blocks of five (5) days each, which need not be consecutive weeks. Said employee may fracture up to four (4) days on a half (1/2) day basis, and may further fracture one (1) additional day on a hour by hour basis. All remaining days must be taken in full days.

ARTICLE XXVI

GRIEVANCE PROCEDURES

A. A grievance is defined as a claimed breach, mis-application, or mis-interpretation of the terms of this Agreement, or a claimed violation, mis-application, or mis-interpretation 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 to 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 Employer'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. Grievances 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 ten (10) working days of its occurrence or within ten (10) working 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 three (3) working 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 five (5) working 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 five (5) working 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 seven (7) working 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 ten (10) working 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 five (5) 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 Employer 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 XXVII

(ARBITRATION) GRIEVANCE PROCEDURE - CONTINUED

Step 4: Within ten (10) calendar days of the Borough Administrator's decision, the Employer, 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 Employer 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 Employer, 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 Employer 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 Laws 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 by a single Arbitrator.

ARTICLE XXVIII

LAYOFFS

A. The Employer retains the right to lay off employees for economy or other legitimate reasons. In the event such layoffs are made, same shall be accomplished by seniority in title, provided the remaining employees are qualified to do the available work.

B. In all cases, the Employer 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 Employer. 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 XXIX

PART-TIME EMPLOYEES

A. Part-time employees means employees who regularly work at least twenty (20) hours per week.

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 Programs: 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 (20) 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).

ii. Medical insurance coverage, including dental and prescription coverages, shall be paid for by the Employer as a percentage of the number of hours the part-time employee works compared to the number of hours a full-time employee works. To illustrate, an employee who works twenty (20) hours a week in a forty (40) hour a week position shall have 50 percent of his/her medical benefits paid for by the Employer. This provision is inapplicable to employees hired after the signing of this Agreement as per Article XI, Paragraph B.

D. Any part-time employee may elect not to be included in any of the medical insurance plans described in Article XI(A). If a part-time employee so elects not to be covered, then the employer

shall pay one hundred (100%) percent of the premium for dental insurance coverage and prescription insurance coverage.

ARTICLE XXX

RIGHTS AND PRIVILEGES OF THE ASSOCIATION

A. The Employer 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 Employer and the Association to participate during working hours in contract negotiations, grievance procedures, arbitration hearings, unfair practice charges, or other PERC hearing, PERC conferences, or PERC meetings, 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 Employer for its exclusive use. There shall be one bulletin 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 Employer if deemed appropriate, but only after the Employer first consults with the Association representative.

ARTICLE XXXI

PERSONNEL FILES

A. Employees have the right to inspect and copy their individual personnel files upon request to the Employer without limitation and during normal working hours and upon reasonable notice to the Employer. The Employer 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, explain, 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.

ARTICLE XXXII

EMPLOYEE EXPENSES

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

ARTICLE XXXIII

SAFETY

A. The Employer agrees to promote the safety and adequacy of all working areas and equipment and such tools as are provided for employee use, and the Employer 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 Employer 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 XXXIV

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 five dollars (\$5.00) per meal. Whenever practicable, the employee shall charge the meal at the White Rose System, Woodbridge Avenue, Highland Park, New Jersey, in the name of the Employer which shall pay all properly made charges directly to the restaurant. If the employee cannot take a meal at the White Rose System, he/she shall be reimbursed for the actual costs of the meal up to the \$5.00 maximum upon presentation of a receipt.

ARTICLE XXXV

MANAGEMENT RIGHTS

A. The Employer 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 Employer.

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. Nothing contained herein shall prohibit the Employer from contracting out any work to the extent allowed by law.

ARTICLE XXXVI

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 Employer.

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 Employer 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.

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D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer 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.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer 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 XXXVII

COMPUTATION ERRORS

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

ARTICLE XXXVIII

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 XXXIX

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 XL

SHOP STEWARDS

A. One day per month the Employer 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 XLI

CLOTHING AND UNIFORMS

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. Clothing and uniform allowances for water and sewer personnel and police maintenance personnel will be in accordance with Schedule C attached; public safety dispatchers and code enforcement officers/housing inspectors will be in accordance with Schedule D attached.

ARTICLE XLII

DISCIPLINE

The Employer 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 therefor, 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 XLIII

EXCEPTIONS TO BARGAINING DUTY

A. The Employer 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 Employer 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 Employer 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 Employer 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 Employer. However, if the Employer 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 Employer 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 Employer 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 XLIV

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 therefor 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 XLV

STIPENDS

Certain unit employees hold second positions in the Borough of Highland Park, which positions are not specifically covered by all of the terms of this Agreement. The compensation is an annual stipend, which for some positions is set by the employer, and for other positions, is set by a third party. To the extent the Employer sets the stipend, the parties have agreed that the stipends for 1991 will be paid to the holders of the positions on a quarterly basis. If the Employer sets a new stipend for the calendar years 1991 and/or 1992, then those stipends shall similarly be paid to the then holders of the positions on a quarterly basis. To the extent a third party sets the stipend, same shall be paid to the holders of the positions on a quarterly basis, in accordance with the agreement of the holders of the positions and the third party setting the stipend. Said stipends are not included in the employee's base salary for purposes of overtime, but said stipends are included in the employee's compensation for purposes of calculating pension benefits. These positions are one (1) year appointments and the Employer has no obligation to appoint or re-appoint any person to any of these positions. The stipend amounts will be fixed from time to time by Resolution of the Borough Council.

ARTICLE XLVI

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 Employer.

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 Employer will prepare at least one written evaluation of a probationary employee during the first sixty (60) days of employment, unless he or she is terminated sooner. If that written evaluation indicates that improvement is required in order for the probationary employee to retain the position, then the Employer shall prepare at least one additional written evaluation prior to the end of the ninety (90) day probationary period, or until improvement is shown.

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 XLVII

PAYROLL ADJUSTMENTS

A. If the Employer 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 Employer pays an employee more than the sum to which he or she is entitled, then re-payment to the Employer shall be pro-rated, if necessary, over multiple different pay periods so that no more than 10 percent of that employee's net salary is withheld for re-payment.

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

ARTICLE XLVIII

ANNIVERSARY DATES

A. Employees hired on or before January 1, 1986, will have an anniversary date of either July 1st or January 1st next preceding his or her actual hire date. However, if January 1st or July 1st is thirty (30) days or less after the employee's actual hire date, then the anniversary date will be January 1st or July 1st, whichever is nearest following their actual hire date.

B. Employees hired after January 1, 1986, will have an anniversary date of either July 1st or January 1st of each year (except for purposes of receiving step increments in accordance with the step system set forth in Schedule B, all of which increments will be paid as of July 1st). If actual hire date is other than either of these two dates, the observed anniversary date will be changed to the next January 1st or July 1st following the employee's actual hire date, except that an employee hired on any day in January or July shall have an anniversary date of the first day of the month hired. By way of illustration, if an employee is hired on October 1, 1986, the one (1) year anniversary date will not be observed until January 1, 1988, and each year thereafter on January 1st. By way of further illustration, if an employee is hired on July 20, 1986, then the one (1) year anniversary date will be July 1, 1987, and each year thereafter on July 1st.

C. The parties agree to set up a blue ribbon committee to study anniversary date issues. Such committee shall be comprised

of two representatives from each party and shall issue a written report to the Governing Body.

Schedules

silent

on 1) Sec to Housing

2) & Welfare Sec.

3) & Fire Prevention

implies now in job descrip.

① Sec to Bd of H/H & Prop
includes Housing sec.

② - Fire Dept P.T. = includes
Fire Prevention, Fire Dept + Health

SCHEDULE A

Don't know which of

ICE D

these titles or do I
make new titles for

a) housing & fire prevention

b) fire Dept, Welfare + Health

olic

ER DEPT

MUNICIPAL

Deputy Court Clerk
Clerk-Typist

Court Docket Clerk

ADMINISTRATIVE OFFICES

Receptionist
Assessing Clerk
Clerk Bookkeepers
Code Enforcement Officer/
Housing Inspector
Clerk-Typist

Control Person/Secretary
Telephone Receptionist/Typist
Board of Health Secretary/
Secretary

DEPARTMENT ON AGING

Clerk Typist (part-time, 20 hours/week, paid hourly)
Bus Drivers (part time, 20 hours/week, paid hourly)
Cook
Clerk-Typist

PUBLIC WORKS

Clerk-Typist

FIRE DEPARTMENT

Clerk-Typist

RENT LEVELING

Secretary

RECREATION

Secretary

FIRE DEPARTMENT

Clerk-Typist

RENT LEVELING

Secretary

RECREATION

Secretary

SCHEDULE B

SALARIES

All employees with the following titles and all employees promoted to the "Senior" and "Principal" levels of the following titles shall receive the annual salaries set forth below provided they are employed or on approved leave, and shall also receive the step increments set forth below:

Clerk-Typist	Police Clerk	Bookkeeper
Court Docket Clerk	Control Person/Secretary	
Assessing Clerk	Telephone Receptionist/Typist	
Clerk Bookkeeper	Board of Health Secretary/	Secretary
Police Records Clerk		
Police Clerk-Typist		
Fire Department -		
Principal Clerk-Typist		

CLERK TYPIST

<u>1991</u>	<u>1992</u>	<u>LENGTH OF SERVICE</u>
\$13,008.00	\$13,756.00	Hire and through first year
13,733.00	14,523.00	Second year
14,095.00	14,905.00	Third year
14,454.00	15,285.00	Fourth year
14,817.00	15,669.00	Fifth year
15,179.00	16,052.00	Sixth Year
15,540.00	16,434.00	Seventh Year

SENIOR

\$15,901.00	\$16,815.00	Hire and through first year
16,261.00	17,196.00	Second year
16,624.00	17,580.00	Third year
16,984.00	17,961.00	Fourth year
17,347.00	18,344.00	Fifth year
17,707.00	18,725.00	Sixth Year
18,069.00	19,107.00	Seventh Year

PRINCIPAL

<u>1991</u>	<u>1992</u>	<u>LENGTH OF SERVICE</u>
\$18,792.00	\$19,873.00	Hire and through first year
19,152.00	20,253.00	Second year
19,516.00	20,638.00	Third year
19,877.00	21,020.00	Fourth year
20,236.00	21,400.00	Fifth year
20,598.00	21,782.00	Sixth Year
20,960.00	22,165.00	Seventh Year

MISCELLANEOUS

<u>1991</u>	<u>1992</u>	<u>POSITION</u>
\$23,211.00	\$24,546.00	Police Maintenance Person
8,563.00	9,055.00	Cook, Department on Aging
7,583.00	8,019.00	Dispatcher/Clerk, Dept. on Aging
7,784.00	8,232.00	Bus Driver, Dept. on Aging
9,114.00	9,638.00	Clerk, Rent Leveling Board
25,429.00	26,891.00	Administrative Assistant
21,534.00	22,772.00	Records Clerk-Typist/ Dispatcher

PUBLIC SAFETY DISPATCHERS

<u>1991</u>	<u>1992</u>	<u>LENGTH OF SERVICE</u>
\$18,664.00	\$19,737.00	Hire through first year
20,021.00	21,172.00	Beginning second year
21,379.00	22,608.00	Beginning third year

SENIOR PUBLIC SAFETY DISPATCHERS

<u>1991</u>	<u>1992</u>	<u>LENGTH OF SERVICE</u>
\$21,715.00	\$22,964.00	Minimum three years service and promotion

CODE ENFORCEMENT OFFICER/HOUSING INSPECTOR

<u>TITLE</u>	<u>1991</u>	<u>1992</u>	<u>LENGTH OF SERVICE</u>
Entry Level Code Enforcement Officer/Housing Inspector	\$20,000.00	\$21,000.00	Hire & through First year
	20,300.00	21,300.00	Second year
	20,600.00	21,600.00	Third year
Code Enforcement Officer/Housing Inspector	\$29,016.00	\$30,684.00	or promotion Hire/& through First year
	29,355.00	31,043.00	Second year
	29,694.00	31,401.00	Third year
Senior Code Enforcement Officer/Housing Inspector	\$30,291.00	\$32,033.00	On promotion and through First year
	30,630.00	32,391.00	Second year
	30,968.00	32,749.00	Third year
Master Code Enforcement Officer/Housing Inspector	\$32,173.00	\$34,023.00	On promotion and through First year
	32,512.00	34,381.00	Second year
	32,850.00	34,739.00	Third year

WATER AND SEWER PERSONNEL

<u>TITLE</u>	<u>LENGTH OF SERVICE</u>	<u>RANGE SCALE</u>
Meter Reader	1-90 days	H-5
	91-365 days	H-6
	Completion 1st year (beginning 2nd)	H-7
	Completion 2nd year (beginning 3rd)	H-8
Senior Meter Reader	Minimum 3 years (beginning 4th)	H-9
	Minimum 4 years (beginning 5th)	H-9
Master Meter Reader	Minimum 5 years (beginning 6th)	H-10
	Minimum 6 years (beginning 7th)	H-10
Probationary Maintenance Person	1-90 days	H-6
Maintenance Person	91-365 days	H-7
	Completion 1st year (beginning 2nd)	H-8
	Completion 2nd year (beginning 3rd)	H-9
Senior Maintenance Person	Minimum 3 years (beginning 4th)	H-10
	Minimum 4 years (beginning 5th)	H-10
Master Maintenance Person	Minimum 5 years (beginning 6th)	H-11
	Minimum 6 years (beginning 7th)	H-11
Crew Leader	1-365 days	H-10
	Completion 1st year (beginning 2nd)	H-10
	Completion 2nd year (beginning 3rd)	H-10
Senior Crew Leader	Minimum 3 years service and promotion	H-11
	Minimum 4 years service	H-11
Master Crew Leader	Minimum 5 years service and promotion	H-12
	Minimum 6 years service	H-13

SCHEDULE C

CLOTHING ALLOTMENT FOR WATER AND SEWER PERSONNEL AND
POLICE MAINTENANCE PERSON

1. Every newly-hired water and sewer employee shall receive the following clothing allotment during the first year of employment: one (1) pair of shoes, one (1) raingear shoes, one (1) spring jacket, one (1) set of raingear, one (1) winter coat, and one (1) pair of knee boots. If the new employee is hired between January 1 and June 30, he or she will also receive five (5) short sleeve shirts, five (5) long sleeve shirts, and five (5) pairs of pants. If such an employee is hired between July 1 and November 30, he or she will also receive four (4) short sleeve shirts, four (4) long sleeve shirts, and four (4) pairs of pants. If such an employee is hired during the month of December, he or she will receive no clothing allotment whatsoever for that year.

2. At the commencement of each and every next calendar year, each water and sewer employee shall receive the following clothing allotment no later than January 31st:

EVERY YEAR

one (1) pair of shoes
three (3) short sleeve shirts
three (3) long sleeve shirts
three (3) pairs of pants
one (1) rain gear shoes

EVERY TWO (2) YEARS

one (1) spring jacket
one (1) winter coat
one (1) set of rain gear

EVERY THREE (3) YEARS

one (1) pair of knee boots

3. All clothing and equipment, if any, must be maintained by the employee. Upon retirement or resignation, each employee may retain all clothing and equipment, except those items issued during the last four (4) months of employment.

4. The clothing allotment for the police maintenance person shall be the same allotment as for the water and sewer personnel, except that no knee boots will be issued to the police maintenance person.

SCHEDULE D

CLOTHING ALLOTMENT FOR PUBLIC SAFETY DISPATCHERS AND

CODE ENFORCEMENT OFFICERS/HOUSING INSPECTORS

1. Each newly-hired Public Safety Dispatcher will receive four (4) shirts or blouses and four (4) pants or skirts during their first year of employment if they are hired between January 1 and June 30 of that calendar year. If such an employee is hired between July 1 and November 30, he or she will receive two (2) shirts or blouses and two (2) pants or skirts for the balance of the first calendar year. If a new employee is hired during the first month of December, he or she will receive no clothing allotment for that calendar year.

2. At the commencement of each and every next calendar year, but no later than January 31 of each calendar year, each Public Safety Dispatcher will receive three (3) shirts or blouses and three (3) pants or skirts per year.

3. All patches required for the uniforms will be included at no expense to the employee.

4. All clothing and equipment, if any, must be maintained by the employee. Upon retirement or resignation, each employee may retain all clothing and equipment, except those items issued during the last four (4) months of employment.

5. All Code Enforcement Officers/Housing Inspectors shall receive the same clothing allotment as set forth above for Public Safety Dispatchers, except as follows: each newly-hired Code Enforcement Officer/Housing Inspector shall receive a winter coat during the first

year of employment and then a new winter coat every third year thereafter.

ATTEST:

Valerie Thompson

BOROUGH OF HIGHLAND PARK

BY: *[Signature]*

ATTEST:

Denise A. Rose
DENISE ROSE

MIDDLESEX COUNCIL NO. 7,
New Jersey Civil Service
Association

BY: *Mary A. Kowalski*
MARY KOWALSKI, President