

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BOROUGH OF HIGHLAND PARK

AND

MIDDLESEX COUNCIL NO. 7  
NEW JERSEY CIVIL SERVICE ASSOCIATION

JANUARY, 2004 – DECEMBER, 2007

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PREAMBLE

THIS AGREEMENT made the 6th day of December, 2004,  
between the BOROUGH OF HIGHLAND PARK (hereinafter referred to as the "Borough" and  
MIDDLESEX COUNCIL NO. 7, NEW JERSEY CIVIL SERVICE ASSOCIATION (hereinafter  
referred to as the "Association").

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

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

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

ARTICLE I

RECOGNITION

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

ARTICLE II

ASSOCIATION REPRESENTATIVES

- A. The Association shall have the right to designate such of its members as it, in its sole discretion, deems necessary to act as Association representatives and/or shop stewards and such Association representatives and/or shop stewards shall not be discriminated against due to their legitimate Association activities.
- B. Association officers, representatives, and/or shop stewards not to exceed two individuals shall have the right to enter upon the premises of the Borough during working hours for the purpose of conducting normal duties relative to the enforcement of this Agreement, provided reasonable advance notice is given and so long as such visits do not interfere with proper service to the public, or the normal duties of the employees. The limitation above does not apply to collective negotiations.
- C. It is agreed that the Association will furnish to the Borough a list of duly elected or appointed Association officers, representatives, and shop stewards within ten (10) days after election or appointment each year. While serving as an Association representative and/or shop steward, an employee will not be promoted, re-assigned, or transferred to another location without (7) days prior written notice to the Association President.
- D. An Association officer, representative, and/or shop steward may arrange to check time cards and time sheets at reasonable time, upon reasonable notice.
- E. No more than two (2) Association employees will be paid their normal compensation for negotiation sessions attended during work hours. No more than five (5) Association employees may attend any negotiation session, so long as the Association membership does not exceed thirty-five (35) members.

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



ARTICLE III

DUES CHECK – OFF

- A. The Borough shall deduct Association dues from the earnings of each Association member provided the employee executes a written authorization for such dues deduction, and provided the Association furnishes said authorization to the Borough fifteen (15) days prior to the employee's pay day. Dues will be deducted and will not be retroactive. The Borough shall deduct the sum of eight (\$8.00) Dollars from each member's first twenty-four (24) pay checks for a total sum as is approved by the Association for a total sum of \$192.00 per year, or such other sum as is approved by the Association, from time to time in its sole discretion, upon notice to the Borough. The Borough shall continue to deduct said dues until an employee properly resigns as a member of the Association in accordance with the Association's By-Laws and proper written notice thereof is sent to the Borough by the Association.
- B. The Borough shall deduct a representation fee in lieu of dues from each employee who is not a member of the Association but who is covered by this Agreement. The Borough shall deduct a sum in the amount of eight-five (85%) percent of the Association dues as is approved by the Association, from time to time, in its sole discretion, upon notice to the Borough.

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

ARTICLE IV  
HOURS OF WORK

The work hours for the unit shall be as follows:

- A. Borough Hall Employees 8:30 a.m. to 4:30 p.m., one (1) hour lunch, thirty-five (35) hours per week;
- B. Police and Fire Department – Clerical – 8:00 a.m. to 4:00 p.m., one (1) hour lunch, thirty-five (35) hours per week;
- C. 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 ½ hours per week;)
- D. Public Safety Dispatchers – Steady Shifts in blocks of six (6) months of seven and three-quarter (38 ¾) hours per week – Dispatcher commences fifteen (15 ) minutes prior to starting time with a Forty Five (45) minute break for lunch to be taken at a time when a police officer is available to cover for the dispatcher. (7:45 a.m. to 4:00 p.m.; 3:45 p.m. to 12:00 a.m.; 11:45 a.m. to 8:00 p.m.). Each Public Safety Dispatcher shall bid for a shift (First and Second Choice), every six months. Competing bids shall be determined by seniority and the results posted in writing at least twenty-one (21) days prior to the commencement of the next six (6) month block. The first block shall commence January 1, 2002. Swapping of shifts shall be permitted, subject to the approval of the Chief of Police, said approval not to be unreasonably withheld.
- E. 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;

- F. 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;
- G. Code Enforcement Officers/Housing Inspector – 8:00 a.m. to 4:00 p.m., one (1) hour lunch, thirty-five (35) hours per week, or 8:30 a.m. to 4:30 p.m., one (1) hour lunch, thirty-five (35) hours per week, as determined by the employee with notice to the Borough.
- H. Principal Clerk – Typist – Public Works – 8:30 a.m. to 4:00 p.m., one-half (1/2) hour lunch, thirty-five (35) hours per week, or 7:30 a.m. to 3:30 p.m., one (1) hour lunch, thirty-five (35) hours per week, as determined by the employee with notice to the Borough.
- I. Individual employees may elect to work on one (1) or more Tuesday evenings from 5:30 p.m. to 8:30 p.m. when Borough Hall is open for general Borough business, for which they will be given an equal amount of time off on either Monday Morning or Friday afternoon in the same week. This change of hours can only be implemented with the individual consent of the employee and the Borough Administrator or his designee. The employees in this program will be on a rotating basis within each department.
- J. 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.
- K. Employees shall be paid from time of their arrival at the first location of the day required by the Borough to the last such required location.
- L. Habitual tardiness may be cause for discipline up to and including discharge

M. A "whole day" for school crossing guards shall be defined, as one and one-half (1 1/2 )

hours according to the following schedule:

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

7:55 to 8:40 a.m. or } morning

8:00 to 8:45 a.m. } morning

2:25 to 3:10 p.m. } afternoon

(b.) Early dismissal.

7: 55 to 8:40 a.m. or } morning

8:00 to 8:45 a.m. } morning

11:55 a.m. to 12: 55 p.m. } noon

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

ARTICLE V

OVERTIME

- A. Employees scheduled/requested to work beyond their regularly scheduled work week shall be paid at the rate of time and one-half (1 ½) in pay. For purpose of this subsection, Borough Hall employees shall receive overtime pay for all hours worked in excess of thirty-five (35) hours per week; employees of the Police Department, who have been receiving overtime pay for all hours worked in excess of thirty-five (35) hours per week shall continue to receive overtime pay on this basis; other employees within the Police Department shall receive overtime pay after hours of work specified in Article IV, paragraph B, C and D.
- B. Except as provided in sub-paragraph E, employees requested to work overtime on Saturday or Sunday, or on the sixth or seventh work day in their regularly scheduled work week, shall be paid at the rate of time and one-half (1 ½) in pay.
- C. Except as provided in sub-paragraph D, employees requested or scheduled to work any holiday included in Article XII shall be paid their regular day's pay plus an additional rate of time and one-half (1-1/2) in pay.
- D. Employees requested or scheduled to work on New Year's Day, July 4<sup>th</sup>, Thanksgiving Day, or Christmas Day shall be paid their regular day's pay plus an additional rate of two (2) times in pay.

- E. 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 sub-paragraphs C or D, whichever sub-paragraph applies.
- F. In computing overtime compensation, one quarter (1/4) hour shall be the smallest fraction of an hour to be reported.
- G. Overtime shall be distributed, insofar as practicable, in accordance with seniority in title, provided employees are qualified to do the work and provided no emergency exists where the Borough does not have the time to contact the employee with the most seniority possessing the skills necessary to perform the emergency work. This provision does not apply to contiguous overtime where the job must be completed. Overtime for Public Safety Dispatchers shall be based on a rotation basis, utilizing a written list.

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



- I. 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 Borough's sole option, be paid as additional compensation, in which event the employee shall not have the option of electing compensatory time.
- J. There shall be no pyramiding of overtime pay.
- K. On March 15 of each year the Borough shall furnish to each employee a written record of the employee's compensatory time used, compensatory time unused, and total accumulated unused compensatory time. Each employee must return a signed copy of the written record within thirty (30 ) days of receipt indicating agreement or disagreement.
- L. This Article shall not apply to school crossing guards.

ARTICLE VI

WAGES

- A. 1. Effective January 1, 2004, all full-time and regular part-time employees will receive a three percent (3.25%) salary increase over their December 31, 2003 base salary.
- 2. Effective January 1, 2005, all full-time and regular part-time employees will receive a three and one-half percent (3.35%) salary increase over their December 31, 2004 base salary.
- 3. Effective January 1, 2006, all full-time and regular part-time employees will receive a three and four tenths percent (3.5%) salary increase over their December 31, 2005 base salary.
- 4. Effective January 1, 2007, all full-time and regular part-time employees will receive a three-tenths percent (3.5%) salary increase over their December 31, 2006 base salary.
- B. All employee paychecks shall be delivered to the employees in sealed envelopes.
- C. Any employee who is not at or above the salary for his or her particular job title and experience will be increased to that annual salary in accordance with the step systems in Schedule B, retroactive to January 1, 2004.
- D. 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 2004, 2005, 2006 and 2007 equal to the percentage amounts received by those employees at a step.
- E. The Borough reserves the right in its sole discretion to give new employees additional salary guide credit to reflect other work experience.

- F. All employees in the aforementioned salary guide shall receive step increases as follows: If an employee is hired between January 1 and June 30 of any calendar year, his or her first step increase date is the following January 1, with subsequent step increases on every January 1 thereafter. If an employee is hired between July 1 and December 31 of any calendar year, then his or her first step increase date is the next January 1; with the third and all subsequent step increase dates on the January 1 thereafter.
- G. New employees must complete their ninety (90) day probationary period prior to being eligible for a negotiated wage increase and/or a step increment. Upon successfully completing the ninety (90) day probationary period, the salary increase and/or step increment will not be retroactive.
- H. School crossing guards who are no longer employed by the Borough prior to the execution of this Agreement shall not be included in the wage increase with the exception of the retirees in accordance with PERS, and deceased employees (in which case payment shall be made to his/her estate).
- I. In the event the Borough requires a school crossing guard to participate in any course or program of instruction related to the duties and functions of the employee, the employee shall be compensated at the regular hourly rate applicable for all such time actually spent at the course of program of instruction.

ARTICLE VII

WAGE INCREASE ELIGIBILITY

- A. All employees in this bargaining unit being carried on the Borough's payroll on January 1, 2004, or who commence employment on or after that date, and all employees on approved leaves of absences shall receive the wage increase with the following exceptions:
1. All wage increase hereunder shall be retroactive to January 1, 2004, or in the case of employees hired after January 1, 2004, retroactive to date of hire.
  2. Employees who severed employment with the Borough prior to December 6, 2004, shall not be included in the wage increase, unless the employment was severed due to retirement. A person who has retired (as defined by the pension laws) will be eligible for the increase due from January 1, 2004 to retirement date.

ARTICLE VIII

NEW EMPLOYEES

- A. It is the intention of the Borough in cooperation with the Association to start all new employees at the first step/minimum of the salary range for that position. Exceptions to this policy, if they should occur, shall be communicated in writing to the Association President.
- B. The Borough shall advise the Association of the name and address of each new employee hired who is covered under this Agreement. This advice shall be given on a monthly basis and the Association shall advise the Borough at least ten (10) working days prior to the next pay period whether the employee is an Association member so the Borough can effect a payroll deduction for Association dues or a representation fee in lieu of dues.
- C. The Borough retains the right to give additional salary step credit to reflect outside work experience.

ARTICLE VIII

PROMOTIONS

- A. Any employee promoted shall receive as his or her new annual salary the greater of (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: advancement in job classification having new duties of greater difficulty or responsibility; or advancement into a new job classification having a salary range with a greater maximum than the prior job classification.
- C. All vacancies and job titles covered under this Agreement and all temporary work assignments which shall exceed thirty consecutive work days (to the extent known in advance) shall be posted in writing by the Borough for a period of one week. In addition, a copy of said notice shall be given to the Association at the time of posting. In filling such vacancies, the Borough may give preference to existing employees over new employees provided the existing employee is qualified to perform duties of this position. The Borough, in its sole discretion, shall determine the qualifications of the existing employee.

ARTICLE VIII

LONGEVITY

- A. Subject to the monetary cap in paragraph C. below, all employees hired before January 1, 1986, shall be entitled to receive longevity payments which in 2004 will be based upon their 2004 annual salary, which in 2005 will be based upon their 2005 annual salary, which in 2006 will be based upon their 2006 annual salary, and which in 2007 will be based upon their 2007 annual salary commencing with the completion of the fifth year as follows:
- Beginning with 6 through 10 years of service – 2 percent
  - Beginning with 11 through 15 years of service – 3 percent
  - Beginning with 16 through 20 years of service – 4 percent
  - Beginning with 21 years of service and over – 5 percent
- B. All employees hired after January 1, 1986, shall commence longevity entitlement with the completion of the seventh year of service as follows:
- Beginning with 8 through 10 years of service – 2 percent
  - Beginning with 11 through 15 years of service – 3 percent
  - Beginning with 16 through 20 years of service – 4 percent
  - Beginning with 21 years of service and over – 5 percent
- C. For all employees hired prior to December 31, 1997, a uniform longevity cap of \$1,350.00, shall apply, even if the employees were hired after November 21, 1971. Employees hired after December 31, 1997, shall not be entitled to any longevity.
- D. This Article shall not apply to school crossing guards.

ARTICLE XI

MEDICAL BENEFITS

- A. 1. All full-time employees and part-time employees (except as provided in Article XXVIII [7F], who regularly work at least twenty (20) hours per week, and said employee's eligible families shall be covered, at the Borough's sole cost and expense, by any of the medical insurance plans attached hereto, with choice of Blue Cross, Rutgers Health Insurance Plan (Rutgers' HIP), Health Ways, Co-Med, or any other health maintenance organization authorized by the New Jersey State Health Benefits Bureau as an 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.
2. The Borough and the Association agree to negotiate regarding the eligibility of employees employed for more than twenty (20) hours per week for full insurance coverage and benefits in the event the Borough leaves the State Health Benefits Program Plan.
- B. The Borough, at its sole cost and expense, shall provide to all full-time employees, and said employee's eligible families with coverage under the dental insurance plan attached hereto.
- C. 1. All full-time employees, and said employee's eligible families shall continue to be covered, at the Borough's cost and expense, by a \$5.00 (through December 31, 2001) co-pay drug prescription program. Effective January 1, 2002 the co-pay shall be \$6.00 for generic prescriptions and \$12.00 for brand name prescriptions. All other plan provisions remain unchanged.



- D. All full-time employees shall continue to be covered by an eyeglass replacement reimbursement program with full family coverage, at the Borough's sole cost and expense. Each such employee shall be entitled to up to two (2) reimbursements per year. The total reimbursement for each employee may not exceed the sums set forth in subparagraph E below. The reimbursement is limited to lenses and/or frames, or contact lenses, but excludes examination fees. Non-prescription sunglasses and non-prescription colored contact lenses are not reimbursable. Employees shall receive reimbursement within forty-five (45) days of the furnishing of a written receipt for eligible costs incurred.
- E. The total annual reimbursement for the term of this contract beginning January 1 2005 shall not exceed \$135,000.
- F. The Borough retains the right to change insurance carriers so long as substantially similar benefits, coverage, and servicing of claims are provided, and further provided that all pre-existing conditions covered under the existing plan will continue to be covered by the new plan, with no lapse in coverage.
- G. Employees hired after the signing of this Agreement shall be required to pay twenty-five percent (25%) of all insurance coverage if the Borough leaves the State Health Benefits Plan.
- H. This Article shall not apply to school crossing guards except that school crossing guards shall be fully covered by the Borough for Worker's Compensation in the same manner as other Borough employees.

- I. The Borough shall provide copies of all insurance policies covering the school crossing guards at the request of the Association.
- J. In the event the State of New Jersey allows employees to contribute to the State Health Benefits Plan, then each new employee hired after the ratification date of the contract shall be required to pay up to twenty-five percent (25%) of the health insurance premium commencing with the date the State allows the employees to contribute.

ARTICLE XII

HOLIDAYS

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

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

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

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

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

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

ARTICLE XIII A

PERSONAL LEAVE

(EXCLUDING SCHOOL CROSSING GUARDS)

- A. Except as provided in sub-paragraphs B, E and G all full-time employees shall have 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 Borough one (1) week's prior notice for each personal day to be taken, except in the event of an emergency. Personal leave may not be used to extend vacations or holidays, except in extenuating circumstances, and with thirty (30) days prior notice to the employee's Department Head and approval by the Borough Administrator.
- B. New employees shall be credited with up to one (1) personal day at the conclusion of their probationary ninety (90) day employment period. This personal day may not be taken during the probationary period. Thereafter, such employee shall be credited with personal days on January 1 or each year, subject to sub-paragraphs E and G.
- C. All employees shall be entitled to fracture up to one personal day on an hour-by-hour basis.
- D. If there is an abuse of extending vacation or holidays with a personal day without extenuating circumstances, then disciplinary action may result.

- E. Employees whose employment terminates between January 1, and January 31 shall receive no paid personal days for the calendar year in which they are last employed; employees whose employment terminates between February 1 and April 30 of a calendar year shall receive one (1) paid personal day for the calendar year in which they are last employed; employees whose employment terminates between May 1 and August 31 shall receive (2) pad personal days for the calendar year in which they are last employed; and employees whose employment terminates after August 31 shall receive three (3) paid personal days for the calendar year in which they are last employed.
- F. If an employee's employment terminates prior to the end of the year and the number of personal days used exceeds the number of days to which the employee is entitled, considering the number of months worked during the year, then the employee's per diem rate of pay for the excess day or days shall be deducted from the final pay check.
- G. Effective January 1, 2002, all employees shall receive personal days under the following schedule:
1. Completion of probation – 1 day
  2. January 1 following completion of probation – 2 days
  3. Next succeeding January 1 – 3 days

ARTICLE XIII B

PERSONAL LEAVE

(SCHOOL CROSSING GUARDS ONLY)

- A. One (1) personal day for each employee may be requested and taken for each half school year (semester, i.e., either September through January or February through June), during this contract period.
- B. If no paid personal day is taken by any individual employee during any half school year, then one (1) day's extra pay will be included in the final paycheck for that half school year.
- C. Fracturing of personal days is permitted in ½ halve day increments, provided coverage can be obtained for the other half day.
- D. Any employee requesting a personal day in writing one(1) week before the day requested will be guaranteed for the day if.
  - 1. No other employee is on scheduled vacation, and
  - 2. No other employee has already requested and been scheduled for the same day off for a personal day.
  - 3. If an emergency personal day is required an no other employee is off for any reason, including sick time, vacation or personal day, then the employee requesting the personal day will receive it at the discretion of the Chief of Police or his designee.

ARTICLE XIV

MILITARY LEAVE

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

ARTICLE XV (A)

BEREAVEMENT LEAVE

(Excluding School Crossing Guards)

- A. All full-time employees shall receive up to three (3) paid working days leave in the event of the death of the employee's son-in-law, daughter-in-law, 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 or personal day.
- I. This Article shall not apply to school crossing guards.

ARTICLE XV (B)

BEREAVEMENT LEAVE

(School Crossing Guards Only)

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

ARTICLE XVI

MATERNITY LEAVE

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

- A. All initial applications for, as well as applications for extensions or reductions of maternity leave shall be made in writing to the Borough.
- B. Any employee intending to apply for maternity leave shall advise the Borough of the fact of her pregnancy and of her prospective plans for taking maternity leave and her best estimate of when the maternity leave 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 may proceed only through the grievance and arbitration procedures. Such leave, except for military leave without pay, shall not be approved for a period of longer than six (6) months at one time. The Borough Council may extend such leave for an additional six (6) months or a portion thereof for cause.

ARTICLE XVIII

SPECIAL LEAVE

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

ARTICLE XIX A

SICK LEAVE

(EXCLUDING SCHOOL CROSSING GUARDS)

- A. Employees hired prior to January 1, 1986, shall receive fifteen (15) sick days per year.
- B. Employees hired on January 1, 1986, and thereafter, shall receive twelve (12) sick days per year and an additional three (3) sick days per year. Such employees are eligible to use three (3) additional days for, and only for, the following:
1. Hospitalization provided same is not for tests;
  2. Recuperation from a hospital stay 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 termination, resignation, or retirement of employment, and may only be used after the employee first uses his or her twelve (12) sick days that year.

- C. During the first year of employment, a new employee shall be credited with sick leave at the rate of one (1) day per month on a month-to-month basis until the completion of one (1) full year of employment. Upon completion of said year, a pro-rata number of sick days shall be credited at the rate of one and one-quarter (1-1/4) days per month, for employees hired before January 1, 1986, and credited at the rate of one (1) day per month for employees hired on or after January 1, 1986. Thereafter, all employees hired prior to January 1, 1986, shall be credited with fifteen (15) sick days and all employees hired on or after January 1, 1986, shall be credited with twelve (12) sick days for that calendar year on January 1 of that year.
- D. If an employee's employment terminates prior to the end of the year and the number of sick days used exceeds the number of days to which the employee is entitled considering the number of months worked during the year, then the employee's per diem rate of pay for those excess days shall be deducted from the final pay period or refunded.
- E. Unused sick days may be accumulated without limitation, except that the three (3) additional sick days for employees hired after January 1, 1986, referred to in paragraph B are cumulative for hospitalization, recuperation, and extended illness only.
- F. All employees shall be permitted to fracture sick days as follows:
- i. one (1) day per calendar year may be fractured on an hour-by-hour basis;

- G. An employee who has been absent on sick leave for five (5) or more consecutive work days in a twelve (12) month period may be required to submit medical evidence substantiating the illness. In addition, the Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. The Employee shall pay for the proof of illness if he/she is absent on five (5) or more similar days that contribute to a pattern of possible sick leave abuse. Abuse of sick leave shall be cause for disciplinary action.
- H. Paid holidays occurring and bereavement days taken during a period of existing sick leave shall not be charged to sick leave.
- I. Sick leave may be used for personal illness or for illness of a person in the employee's family who resides in the employee's home, requiring attendance on behalf of an ill person, or in the event of the employee's quarantine, pregnancy, and related illness or disabling injuries.
- J. Sick leave is not an additional twelve (12) or fifteen (15) vacation or personal days off per year.



- K. During protracted periods of illness or disability of an employee, the Borough Administrator or his designee may require interim reports on the condition of the employee at weekly or bi-weekly periods from the employee's physician and/or a Borough designated physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to receive sick leave pay during such period of illness or disability. The Borough shall pay for such medical reports requested under this paragraph that the employee has not already obtained himself. Upon the request of the Borough, the employee shall submit the necessary paperwork to the employee's insurance company for reimbursement to the Borough.
- L. Sick leave with pay shall not be allowed under the following conditions:
1. When the employee under medical care fails to carry out orders of the attending physician unless the employee immediately changes his/her attending physician;
  2. When in the opinion of a Borough designated medical physician the employee is ill or disabled because of a deliberate self-imposed action or non-action.
- 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 Borough shall furnish to each employee a written record of the employee's sick days used, sick days unused, and total accumulated unused sick days. Employees shall return a signed-off copy of this record by April 1 of each year.
- P. Sick leave shall not be allowed for ordinary dental care, nor for any other professional service that may be normally scheduled within the employee's regular time off. The utilization of sick leave for elective, cosmetic medical procedures will not be allowed if the procedures may be normally scheduled within the employee's regular time off.

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

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ARTICLE XIX B

SICK LEAVE

(SCHOOL CROSSING GUARDS ONLY)

- A. Effective January 1, 1994, school crossing guards shall receive one (1) sick day per year. Effective January 1, 1995, school crossing guards shall receive two (2) sick days per year. Unused sick days may be accumulated without limitation.
- B. The Borough may require proof of illness of an employee on sick leave whenever such requirement appears reasonable.
- C. Abuse of sick leave shall be cause for disciplinary action.
- D. Paid holidays occurring and bereavement days taken during a period of existing leave shall not be charged to sick leave.
- E. Sick leave may only be used for personal illness or for illness of a person in the employee's family who resides in the employee's home, requiring attendance on behalf of an ill person, or in the event of the employee's quarantine, pregnancy, and related illness or disabling injuries.
- F. Sick leave shall not be allowed for ordinary dental care, nor for any other professional service that may be normally scheduled within the employee's regular time off. The utilization of sick leave for elective, cosmetic medical procedures will not be allowed if the procedures may be normally scheduled within the employee's regular time off.

- G. If an employee is absent from work for reasons that entitle them to sick leave, the Borough Administrator or their designated representative shall be notified as soon as possible, but not later than one (1) hour prior to the start of their scheduled work shift from which they are to be absent, except in the event of an emergency. Failure to notify the Borough Administrator or their designated representative may be cause for denial of the sick leave and may constitute cause for disciplinary action.
- H. Any employee who calls in sick and engages in outside employment without previously notifying the Borough Administrator or their designated representative in writing shall be subject to immediate disciplinary action that may include discharge.

ARTICLE XX

ACCUMULATED SICK LEAVE BUY OUT

- A. Except as provided in paragraph B below, all employees, hired prior to January 1, 1986, shall be entitled to receive a lump sum payment as supplemental compensation, which sum shall be computed at the rate of one-quarter ( $1/4$ ) of the employee's daily rate of pay for each day of earned and unused accumulated sick leave on the last day of employment, based upon the average compensation received during the last twelve (12) months of active employment.
- B. Upon attaining fifteen (15) years of service with the Borough, an employee hired prior to January 1, 1986, shall be entitled to receive said lump sum payment computed at the rate of one-third ( $1/3$ ) of the employee's daily rate of pay for each day of earned and unused accumulated sick leave as set forth above. If an employee hired prior to January 1, 1986 is terminated for cause within four (4) years of his or her one (1) year anniversary date, then said employee shall not be entitled to any lump sum payment under this Article.
- C. All employees hired on or after January 1, 1986, shall be entitled to receive a lump sum payment as supplemental compensation as described in paragraph A, but based upon the following formulas:

Years of Service

0 - 2 years of service  
over 2 - 4 years of service  
over 4 - 6 years of service  
over 8 - 9 years of service  
over 9 - 19 years of service  
beginning 20 years of service

Fraction

No benefit  
 $1/8^{\text{th}}$  of employee's daily rate of pay  
 $1/7^{\text{th}}$  of employee's daily rate of pay  
 $1/5^{\text{th}}$  of employee's daily rate of pay  
 $1/4^{\text{th}}$  of employee's daily rate of pay  
 $1/3^{\text{rd}}$  of employee's daily rate of pay



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

- D. Employees hired after August 1, 1981, shall be entitled to receive accumulated sick time pay-off under the applicable formula in paragraph A or paragraph B above, up to a maximum of Five Thousand Dollars (\$5,000.00) for each such employee.
- E. Employees hired on or prior to August 1, 1981, shall be entitled to receive accumulated sick time pay-off under the formula in paragraph A, up to a maximum of Eight Thousand Dollars (\$8,000.00) for each such employee.
- F. Each employee with more than fifteen (15) years of service with the Borough must give at least three (3) months advance notice before retirement unless the employee is deceased, disabled, or if the retirement is due to medical conditions affecting the job performance of that employee. Failure to give timely notice shall result in forfeiture of benefits under this Article.
- G. Each employee who resigns from the employ of the Borough, and employees who retire within fifteen (15) or less years of service with the Borough, must give at least three(3) weeks notice before the resignation or retirement unless the employee is deceased, disabled, or if the resignation is due to medical conditions affecting the job performance of that employee. Employees so resigning or retiring may use a total of up to three (3) vacation and/or personal days and an additional one (1) day of sick leave without submission of a doctor's note during this three (3) week notice period, notwithstanding any other provision of this Agreement. The three (3) vacation and/or personal days may be taken consecutively.

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

ARTICLE XXI

WORK INCURRED INJURY LEAVE

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

- F. The employee, upon request of the Borough Administrator or his designee, shall submit periodic status reports of his or her medical condition. All reports requested by the Borough which have not already been obtained by the employee shall be paid by the Borough. The Borough at its sole discretion may require the employee to submit such costs for such medical reports to his insurance provider.
- G. Any employee who while receiving benefits under this Article and who engages in outside employment without the prior written permission of the Borough Administrator or his designee, shall be subject to discipline up to and including discharge. Such permission shall not be unreasonably withheld.
- H. This Article shall not apply to school crossing guards.

ARTICLE XXII

JURY LEAVE

- A. Should an employee be called to serve as a juror, he or she shall receive full pay from the Borough for all time spent on jury duty. Any pay received by the employee from the court for serving as a juror shall not be deducted from the employee's regular pay.
- B. If the jury compensation is increased by the State after the execution of this Agreement, then the Borough and the Association shall re-open negotiations on the issue of whether employee shall reimburse the Borough in whole or in part for the compensation received for serving as juror.
- C. The employee must notify the Borough Administrator or his designee within five (5) days of receipt of a Summons for jury duty, and a Public Safety Dispatcher shall also notify their supervisor the next business day.
- D. An employee is not eligible for benefits under this Article if the employee has voluntarily sought jury service.
- E. An employee shall submit a form indicating the time service on jury duty and the compensation received for such service.
- F. If on any given day an employee is serving as a juror and he or she is released by the Court prior to 1:00 p.m. if serving in New Brunswick, that employee shall return to work no later than 2:30 p.m. that day in order to receive pay for that day.
- G. A Public Safety Dispatcher working other than the 8:00 a.m. to 4:00 p.m. shift shall receive time off due to jury duty under the following circumstances.
- Dispatchers working the 12:00 a.m. to 8:00 a.m. shift shall be eligible for leave when in the same calendar day their jury duty is after their shift.
  - Dispatchers working the 4:00 p.m. to 12:00 p.m. shift shall be eligible for leave when in the same calendar day their jury duty is before their shift.

ARTICLE XXIII

BREAKS

- A. Each employee shall be entitled to one (1) ten (10) minute break for each half-day period of work (morning and afternoon shall each be considered a half-day period of work and equivalent periods for second and third shift shall also be considered half-day periods of work). In addition, the police maintenance employee shall be entitled to a five (5) minute wash-up period at the end of the scheduled work period.
- B. An employee shall not take his/her break in the office of another employee or in his/her own office. Dispatchers will attempt to take their breaks while a Police Officer is in the building. If no officer is present, the Dispatcher will request a Police Officer on the road to return to Police Headquarters to relieve the Dispatcher.
- C. The scheduling of breaks may be altered by the Borough so that adequate coverage is provided in each office.
- D. This Article shall not apply to school crossing guards.

ARTICLE XXIV A

VACATIONS

(EXCLUDING SCHOOL CROSSING GUARDS)

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

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

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

- C. After the completion of five (5) full years of service, with the approval of the Borough Administrator, or his designee, and the employee's Department Head, an employee may take all vacation leave consecutively, including accumulated vacation leave, but not to exceed twenty (20) consecutive work days. Such permission shall not be unreasonably withheld by either the Department Head, the Borough Administrator, or his designee.
- D. All vacation days may be accumulated for one (1) additional calendar year. Any vacation days not taken in the next calendar year after they were earned will be forfeited.
- E. Vacation schedules shall be arranged by Department. On or before March 1, of each year, all employees shall advise their Department Head of their first and second choice, if any, for vacation during the period May 15 through November 15 of that year through May 15 of the following calendar year. Conflicts shall be determined by seniority and the needs of the Borough. Each Department Head shall post the vacation schedules no later than twenty (20) days after February 1 or September 1, as the case may be.
1. Additional vacation requests may be made with thirty (30) days prior written Notice provided this request does not conflict with vacation requested in Paragraph E.
- F. In the even an official holiday is observed during an employee's vacation, he or she shall be entitled to an additional vacation day.
- G. Employees may receive their salaries in advance of the vacation if the normal pay period falls within said vacation and provided fifteen (15) days prior written request is given to the Borough's Treasurer.



- H. On February 15<sup>th</sup> of each year, the Borough shall furnish to each employee a written summary of the employee's vacation days used, vacation days unused, and total accumulated unused vacation days. The employee shall return a signed copy of this written form indicating his or her acceptance or disagreement with the Borough's record by April 15 of each year.
- I. All employees shall be permitted to fracture vacation days in a block as small as one (1) day. Public Safety Dispatchers must receive the approval of the Chief of Police to fracture vacation in a block of less than (5) days.

ARTICLE XXIV B

VACATION

(SCHOOL CROSSING GUARDS ONLY)

Employees may request vacations without pay with the following conditions:

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

ARTICLE XXV

GRIEVANCE PROCEDURES

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

B. Grievance shall be processed in the following manner:

Step 1: The Association, through its authorized Association representative or shop stewards, shall present the employee grievance or dispute to the employee's immediate supervisor, in writing, within 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 Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough of Highland Park as determined by the Borough Administrator or his designee or require the recall of off-duty employees.
- F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing, in writing, to extend or contract the time limits for processing a grievance at any step in the grievance procedure.

ARTICLE XXVI

(ARBITRATION) GRIEVANCE PROCEDURE - CONTINUED

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

- A. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.
- B. The decision of the Arbitrator shall be binding upon the Borough, the Association, and the employee.
- C. The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- D. The costs for the services of the Arbitrator shall be borne equally by the Borough and the Association or by the employee if the Association does not pursue the grievance to arbitration. Any other expenses, including, but not limited to, the presentation of witnesses shall be paid by the party incurring same.
- E. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Law of the State of New Jersey and shall be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to modify, detract from, or alter in any way the provisions of this agreement or any amendment or supplement thereto.

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

ARTICLE XXVII

LAYOFFS

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



ARTICLE XXVIII

PART-TIME EMPLOYEES

- A. Part-time employee means an employee who works twenty-five (25) or less hours per week, but who can exceed twenty-five (25) hours for a maximum of six (6) months in any calendar year.
- B. All part-time employees hired prior to January 1, 1986, shall receive the following benefits:
1. Vacation: One-half of the vacation days accorded full-time employees and in accordance with all of the provisions of Article XXIV.
  2. Sick Leave: One-half of the sick days afforded full-time employees and in accordance with all of the provisions of Article XIX.
  3. Holidays: That portion of any holiday listed in Article XII which the employee was regularly scheduled to work.
  4. Personal Days: One-half of the personal days accorded full-time employees and in accordance with the provisions of Article XIII.
  5. Bereavement Days: One-half of the bereavement days accorded full-time employees and in accordance with all of the provisions in Article XV.
  6. Military Leave, Accumulated Sick Time Pay-off, Injury Leave, Maternity Leave, and Jury Duty: Same benefits as accorded full-time employees and in accordance with the provisions of this Agreement governing those benefits.
  7. Medical Program: In accordance with the provisions of Article XI.
- C. All part-time employees hired on or after January 1, 1986, shall receive the same benefits as part-time employees hired before January 1, 1986, except as follows:

- i. Vacation days pro-rated not only for the number of days but also for the length of the day. (Example: An employee in a twenty-five (25) hour a week position where the position would normally be a forty (40) hour a week position such as a Dispatcher. When a full-time employee would be entitled to ten (10) eight (8) hour days of vacation, this part-time employee would be entitled to five (5) four (4) hour days of vacation.
  - ii. Medical insurance coverage, including dental and prescription coverages, shall be paid for by the Borough 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-five (25) hours a week in a medical benefits paid for by the Borough. 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 Borough shall pay one hundred (100%) percent of the premium for dental insurance coverage and prescription insurance coverage.
- E. This Article shall not apply to school crossing guards.
- F. All part-time employees hired after the ratification date of the contract shall receive no benefits.

ARTICLE XXIX

RIGHTS AND PRIVILEGES OF THE ASSOCIATION

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

ARTICLE XXX

PERSONNEL FILES

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

ARTICLE XXXI

EMPLOYEE EXPENSES

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

ARTICLE XXXII

SAFETY

- A. The Borough agrees to promote the safety and adequacy of all working areas and equipment and such tools as are provided for employee use and the Borough shall provide all necessary safety equipment.
- B. Where safety equipment is provided, it is the responsibility of the employee to utilize such equipment.
- C. It is further understood that employees will report all safety hazards and defects to their immediate supervisors. If a supervisor agrees that a hazard or defect exists, he shall inspect and correct such hazards or defects.
- D. The Borough will maintain, at all times, an Employee Safety Committee which shall consist of a maximum of eight (8) members, equal total representation from unions and management, and at least one (1) representative from the Association.
- E. The safety committee shall meet to discuss any safety matters periodically and shall make written recommendations regarding such matters.

ARTICLE XXXIII

MEAL REIMBURSEMENT

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

ARTICLE XXXIV

MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself without limitation, all powers, rights, and authority, duties, and responsibilities, conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, from time to time as amended, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the Borough Government and its properties and facilities.
  2. To decide the number of employees needed for any particular time except where questions of employee safety are involved and to be in sole charge of the quality and quantity of the work required.
  3. To hire all employees, whether permanent, temporary or seasonal; to promote, transfer and assign according to law or to retain employees in positions with the Borough.
  4. To set rates of pay for temporary and seasonal employees.
  5. To suspend, demote, discharge, or take any other appropriate disciplinary actions against any employee for good and just cause according to law.
  6. Nothing contained herein shall prohibit the Borough from contracting out any work to the extent allowed by law.



ARTICLE XXXV

MAINTENANCE OF WORK OPERATIONS

- A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize, or support any strike (i.e., the concerted failure to report for any duty or the concerted and willful absence of employees from their positions, or stoppage of work, or absence in whole or in part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slow-down, or other illegal job action against the Borough.
- B. In the event of a strike, slow-down, walk-out, or job action, it is covenanted and agreed that participation in any or all such activity by any Association member shall entitle the Borough to consider such activity as grounds for disciplinary action up to termination of employment, but said discipline must, if imposed, be equally applied to each and every employee who participates.
- C. The Association agrees that it will make every reasonable effort (provided same does not require the disbursement of Association funds) to prevent its members from participating in any strike, work stoppage, slow-down or other illegal job action. The Association shall publicly disavow each action and request all of its members who participate in such activities to cease and desist from same immediately and to return to work.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction in the event of such breach by the Association or a concerted breach by members of the Association.

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

ARTICLE XXXVI

COMPUTATION ERRORS

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

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

ARTICLE XXXVI

COMPUTATION ERRORS

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

ARTICLE XXXVII

TEMPORARY WORK ASSIGNMENT

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

ARTICLE XXXVIII

SEVERABILITY

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

ARTICLE XXXIX

SHOP STEWARDS

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



ARTICLE XL(A)

CLOTHING AND UNIFORMS

(EXCLUDING SCHOOL CROSSING GUARDS)

- A. Clothing lost, destroyed, or damaged during the course of employment other than by ordinary wear and tear shall be replaced by the employee at his/her own expense.
- B. Any employee will be sent home without pay who reports to work out of uniform without a reasonable excuse.
- C. Clothing and uniform allowances for 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.
- D. The clothing allotment shall include any miscellaneous clothing items that are necessary to complete the uniform required under the contract, including shoes, belts, ties, nameplates, patches, sweaters approved for use by dispatchers.

ARTICLE XL(B)

CLOTHING

(SCHOOL CROSSING GUARDS ONLY)

A. Effective January 1, 2002, the Borough will provide clothing for each employee during the indicated year and in the amounts and manner specified below:

Schedule for Employee with 1

Complete Year of Service or More

September 30<sup>th</sup>

\$325.00

Schedule for Employee with

Less than 1 Year of Service

JANUARY  
\$162.50

SEPTEMBER  
\$162.50

- B. Clothing will be purchased by voucher at John's Inc. Somerset, New Jersey or other designated store chosen by the Chief of Police or his designee for the first two years (2) years of employment for each employee. Employees with one (1) year or less of employment will receive two (2) vouchers, one in September and one in January. Employees in their second year of employment will receive a voucher for \$325.00 by September 30<sup>th</sup>. The third full year's clothing allowance and subsequent allowances will be paid by check directly to the employees for them to purchase replacement or new items or maintenance of old items.
- C. Employees must be employed for ninety (90) days before being entitled to the clothing allowance.

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

If an employee is hired prior to November 1, or April 1, they will be entitled to the full clothing allowance for the half of year.

E. Employees shall be requested to provide the Chief of Police or his designee with the receipt for the actual clothing purchased. This will be done within thirty (30) days of receipt of voucher. If this is not done, the Borough will require restitution of any monies provided said employee for clothing allowance received. This shall be done through deductions in the paychecks if not paid within ten (10) days of the thirty (30) days.

F. The employee, through the first three (3) vouchers, shall purchase clothing by the procedure set up below. The Chief of Police or his designee may change the order of this procedure by reason of clothing not suitable for that part of year or other reasons he deems appropriate.

1<sup>st</sup> Voucher

Winter Coat – Orange

Gloves/Mittens – White or Safety Orange

Scarfs – White, Navy Blue or Black – Solid Colors

Whistle

2<sup>nd</sup> Voucher

Slacks or Skirts – Blue

Shirts, Shorts or Long Sleeve – Light Blue

Tie – Blue

Boots or Shoes - Black

3rd Voucher

Rain Coat – Yellow

Rain Cape/Hat – Yellow

Light Jacket - Blue

4th Voucher

Slacks or Skirts – Blue

Shirts, Shorts or Long Sleeve – Light Blue

G. Other articles of clothing permissible for purchase are:

1. Insulated underwear
2. Black or navy blue socks
3. Flesh colored nylon stockings
4. Earmuffs or equivalent

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

I. The employee accepts full responsibility for the proper maintenance of their uniforms and agrees to turn them into the department in good condition, less reasonable wear and tear, upon their resignation as a school crossing guard.

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

K. The minimum uniform to be purchased and work, based on years of service after the effective day of this Agreement, shall be as described above.

L. Name badges, as provided by the Borough, must be worn as part of the uniform.

M. Items E, F and J are non-grievable in their entirety.

N. The Borough shall purchase a new orange winter coat for each crossing guard no later than January 1, 2002. Any school crossing guard who terminates employment prior to April 1, 2002 shall return the orange winter coat to the Borough.

ARTICLE XLI

DISCIPLINE

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

ARTICLE XLII

EXCEPTIONS TO BARGAINING DUTY

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

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



ARTICLE XLIII

EMPLOYEE TIME CLOCK

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

## ARTICLE XLIV

### STIPENDS

Certain unit employees hold second positions in the Borough, 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 Borough, and for other positions, is set by a third party. To the extent the Borough sets the stipend, the parties have agreed that the stipends for 2004 will be paid to the holders of the positions on a quarterly basis. If the Borough sets a new stipend for the calendar year 2004, 2005, 2006 and for 2007, 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 the 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 Borough 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 XLV

PROBATIONARY EMPLOYEES

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

- A. Such an employee can be terminated at any time within the first ninety (90) days based upon the recommendation of his or her supervisor for lack of performance, poor attendance, poor attitude, or other good and sufficient reason. Any termination during this ninety (90) day probationary period is not grievable nor arbitrable, but such decision is made solely at the discretion of the Borough.
- B. During the probationary period of employment, such an employee shall only be entitled to the following benefits: holiday pay pursuant to Article XII, bereavement leave pursuant to Article XV, worker's compensation pursuant to State Statute, and sick days as set forth below.

- C. A probationary employee may take no sick days during the balance of the calendar month in which he or she is hired. However, an employee hired between the first and fifteenth day of the month will accrue a sick day for that month, even though it may not be taken in that month. An employee hired between the sixteenth and thirty-first day of the month will not accrue a sick day for that month. During the second calendar month of employment, an employee may utilize one sick day, and in the third calendar month may utilize an additional sick day, or may use two sick days in the third calendar month if no sick day was used in the second calendar month. Any time off for any reason whatsoever in excess of these permitted sick days will be taken as time off without pay. If no sick days are taken during the probationary period of employment, then on the first day of the fourth calendar month, the employee will accrue four sick days if hired between the first and fifteenth day of a month, and will accrue three sick days if hired between the sixteenth and thirty-first day of the month.
- D. The Borough 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 Borough 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 XLVI

PAYROLL ADJUSTMENTS

- A. If the Borough pays an employee a sum less than that to which he or she is entitled, then reimbursement shall be made to the employee no later than the date of the next paycheck provided at least ten (10) days notice has been given to the finance office. In the event the Borough pays an employee more than the sum to which he or she is entitled, then re-payment to the Borough shall be pro-rated, if necessary, over multiple different pay periods so that no more than ten percent (10%) of that employee's net salary is withheld for re-payment.
  
- B. If an Employee elects to personally purchase disability insurance coverage, the Borough agrees to make a deduction for same from his or her paycheck and to disburse the appropriate to the disability insurance company.

ARTICLE XLVII

ANNIVERSARY DATES

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

ARTICLE XLVIII

FLEX TIME

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



ARTICLE XLIX

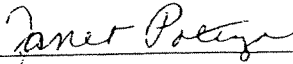
DURATION OF AGREEMENT

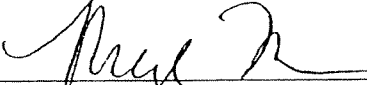
THIS AGREEMENT shall be effective as of January 1, 2004, and shall extend through December 31, 2007.

The Borough and the Association do hereby agree that they shall commence negotiations for an Agreement for the year 2008 on or before July 1, 2007.

ATTEST:

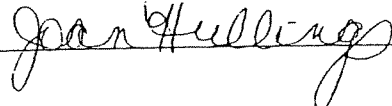
BOROUGH OF HIGHLAND PARK

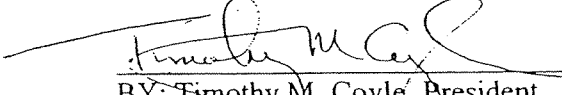
  
\_\_\_\_\_  
Janet Potenza  
Borough Clerk

  
\_\_\_\_\_  
BY: Meryl Frank  
Mayor

WITNESS:

MIDDLESEX COUNCIL NO. 7  
NEW JERSEY CIVIL SERVICE ASSN.

  
\_\_\_\_\_

  
\_\_\_\_\_  
BY: Timothy M. Coyle, President

SCHEDULE A

POLICE DEPARTMENT

Clerical personnel  
Public Safety Dispatcher  
Administrative Assistant  
Clerk – Bookkeeper

Records Clerk/(Public Safety Dispatcher)  
Police Clerk-Typist  
School Crossing Guards  
Vehicles Maintenance Person

WATER DEPARTMENT

Clerical personnel

MUNICIPAL COURT

Deputy Municipal Court  
Administrator

Violations Clerk

ADMINISTRATIVE OFFICES

Telephone Receptionist/Typist  
Receptionist  
Clerk Bookkeeper  
Code Enforcement Officer/  
Housing Inspector  
Deputy Treasurer

Control Person/Secretary  
Assessing Clerk  
Clerk-Typing  
Board of Health Secretary/Secretary  
Zoning Officer

DEPARTMENT ON AGING

Bus Driver  
Clerk-Typist

Cook  
Dispatcher/Clerk-Typist

DEPARTMENT OF PUBLIC WORKS

Clerk-Typist

Administrative Asst.

FIRE DEPARTMENT

Clerk-Typist

RECREATION DEPARTMENT

Clerk-Typist

Assistant Recreation Director

RENT LEVELING BOARD



Secretary

SCHEDULE B

SALARIES

Retroactive to and effective January 1, 2000, 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	Clerk-Bookkeeper
Court Docket Clerk	Control Person/Secretary
Police Records Clerk	Police Clerk/Typist
Fire Dept. Clerk-Typist	Police Clerk-Bookkeeper
Telephone Receptionist/Typist	Board of Health Secretary/Secretary
Assessing Clerk	School Crossing Guard
Violations Clerk	

SCHEDULE C

CLOTHING ALLOTMENT FOR POLICE MAINTENANCE PERSON

- A. Every newly-hired police maintenance person shall receive the following clothing allotment during the first year of employment: one (1) pair of shoes, one (1) rain gear shoes, one (1) spring jacket, one (1) set of rain gear, and (1) winter coat. 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.
- B. At the commencement of each and every next calendar year, each police maintenance person shall receive the following clothing allotment no later than January 31<sup>st</sup>:

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

- C. 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.

SCHEDULE D

CLOTHING ALLOWANCE FOR PUBLIC SAFETY DISPATCHERS

A. NEWLY HIRED DISPATCHERS:

4 SHIRTS OR BLOUSES  
4 PANTS OR SKIRTS  
4 EMBLEMS  
4 FLAGS  
4 ROCKERS  
4 SEWING  
1 TIE  
1 NAMETAG  
1 PR. SHOES

B. (HIRED BETWEEN JANUARY 1 AND JUNE 30)

2 SHIRTS OR BLOUSES  
2 PANTS OR SKIRTS  
2 EMBLEMS  
2 FLAGS  
2 ROCKERS  
2 SEWING  
1 TIE  
1 NAMETAG  
1 PR. SHOES

C. (AT COMMENCEMENT OF EACH AND EVERY NEW YEAR NO LATER THAN  
JANUARY 31)

1 BELT  
3 SHIRTS OR BLOUSES  
3 PANTS OR SKIRTS  
3 EMBLEMS  
3 FLAGS  
3 ROCKERS  
3 SEWING  
1 SWEATER  
1 TIE  
1 PR. SHOES

- D. 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.
- E. 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 and rain gear during the first year of employment and then a new winter coat and rain gear every third year thereafter.

<b>COUNCIL SEVEN</b>					
<b>Clerk-Typist</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>
Hire & Thru 1st year	20,597	21,266	21,979	22,748	23,544
2nd	21,699	22,404	23,155	23,965	24,804
3rd	22,247	22,970	23,740	24,570	25,430
4th	22,894	23,638	24,430	25,285	26,170
5th	23,343	24,102	24,909	25,781	26,683
6th	23,893	24,670	25,496	26,388	27,312
7th	24,442	25,236	26,082	26,995	27,939
<b>Senior</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>
Hire & Thru 1st year	24,988	25,800	26,664	27,598	28,564
2nd	25,535	26,365	27,248	28,202	29,189
3rd	26,086	26,934	27,836	28,810	29,819
4th	26,632	27,498	28,419	29,413	30,443
5th	27,182	28,065	29,006	30,021	31,072
6th	27,730	28,631	29,590	30,626	31,698
7th	28,277	29,196	30,174	31,230	32,323
<b>Principal</b>	<b>2003</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>2007</b>
Hire & Thru 1st year	29,377	30,332	31,348	32,445	33,581
2nd	29,923	30,895	31,930	33,048	34,205
3rd	30,475	31,465	32,520	33,658	34,836
4th	31,024	32,032	33,105	34,264	35,463
5th	31,569	32,595	33,687	34,866	36,086
6th	32,117	33,161	34,272	35,471	36,713
7th	32,667	33,729	34,859	36,079	37,341



MISCELLANEOUS					
	2003	2004	2005	2006	2007
Cook, Aging - hourly	12.82	13.24	13.68	14.16	14.65
Dispatcher/clerk, Aging	11,809	12,193	12,601	13,042	13,499
Bus driver, Aging	25,338	26,161	27,038	27,984	28,964
Admin. Assist	39,450	40,732	42,097	43,570	45,095
Records Clerk-Dispatch	33,538	34,628	35,788	37,041	38,337
Police Maint. Person	36,084	37,257	38,505	39,852	41,247
Secretary, Rent Leveling Board	14,192	14,653	15,144	15,674	16,223
Assist Rec. Director	11.10	11.46	11.84	12.26	12.69
Deputy Treasurer	39,450	40,732	42,097	43,570	45,095
PUBLIC SAFETY DISPATCHERS					
	2003	2004	2005	2006	2007
Public Safety Dispatch					
Hire thru 1st year	29,181	30,129	31,139	32,229	33,357
Beginning 2nd year	31,242	32,257	33,338	34,505	35,712
Beginning 3rd year	33,302	34,384	35,536	36,780	38,067
Beginning 4th year	34,301	35,416	36,602	37,883	39,209
Beginning 5th year	35,244	36,389	37,608	38,925	40,287
Beginning 6th year	36,125	37,299	38,549	39,898	41,294
Beginning 7th year	36,848	38,046	39,320	40,696	42,121
Senior Public Safety Disp.	37,400	38,616	39,909	41,306	42,752
CODE ENFORCEMENT OFFICERS/HOUSING INSPECTORS					
	2003	2004	2005	2006	2007
Entry level CEO/HI/ZO					
Hire thru 1st year	30,995	32,002	33,074	34,232	35,430
Beginning 2nd year	31,423	32,444	33,531	34,705	35,919
Beginning 3rd year	31,855	32,890	33,992	35,182	36,413
CEO/HI/ZO					
Hire or Promo thru 1st year	44,894	46,353	47,906	49,583	51,318
Beginning 2nd year	45,409	46,885	48,455	50,151	51,907
Beginning 3rd year	45,923	47,415	49,004	50,719	52,494
Senior CEO/HI/ZO					
Promotion thru 1st year	46,829	48,351	49,971	51,720	53,530
Beginning 2nd year	47,343	48,882	50,519	52,287	54,117
Beginning 3rd year	47,857	49,412	51,068	52,855	54,705
Master CEO/HI/ZO					
Promotion thru 1st year	49,686	51,301	53,019	54,875	56,796
Beginning 2nd year	50,199	51,830	53,567	55,442	57,382
Beginning 3rd year	50,714	52,362	54,116	56,010	57,971

SCHOOL CROSSING GUARDS					
	2003	2004	2005	2006	2007
0-90 Days	6,060	6,257	6,467	6,693	6,927
91-120 Days	6,657	6,873	7,104	7,352	7,610
121 Days - 1 Year	7,278	7,515	7,766	8,038	8,319
1 Year & Thereafter	7,577	7,823	8,085	8,368	8,661
PART-TIME HOURLY RANGE SCALE					
<b>Clerk-Typist</b>	<b>Minimums</b>		<b>Maximums</b>		
2003	Min Wage		13.42		
2004	Min Wage		13.86		
2005	Min Wage		14.32		
2006	Min Wage		14.82		
2007	Min Wage		15.34		
<b>Senior</b>					
2003	13.73		15.53		
2004	14.18		16.03		
2005	14.65		16.57		
2006	15.16		17.15		
2007	15.69		17.75		
<b>Principal</b>					
2003	16.15		17.95		
2004	16.67		18.53		
2005	17.23		19.15		
2006	17.84		19.82		
2007	18.46		20.52		

# The BOROUGH of HIGHLAND PARK

County of Middlesex, State of New Jersey

P.O. BOX 1330

HIGHLAND PARK, NEW JERSEY 08904

TEL. (732) 572-3400 • FAX (732) 777-6006



DATE: December 7, 2004

TO: Tim Coyle, Council 7 President

FROM: Janet Potenza, RMC  
Borough Clerk

RE: 2004-2007 Council 7 Collective Bargaining Agreement

Transmitted herewith are three copies of the signature page for the above captioned document executed by Mayor Frank. Please have the appropriate officer execute the document and return two fully executed documents to my office, retaining one copy for your records.

Appropriate amendments to the Salary Ordinance were introduced on November 3, 2004, and finally adopted on November 16, 2004. The annual salary resolution was amended accordingly on December 6, 2004.

If you have any questions, please don't hesitate to contact me (732-777-6014).

A handwritten signature in cursive script, appearing to read "Janet Potenza", is positioned above the typed name.

c.- Nick Trasente

BOROUGH OF HIGHLAND APRK  
NO. 12-04-391

RE SOLUTION: Finance Committee

WHEREAS, the Borough of Highland Park has concluded negotiations with the Middlesex Council No. 7 New Jersey Civil Service Association (hereinafter known as "Council 7") on a Collective Bargaining Agreement for Calendar Years 2004-2007;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of Highland Park as follows:

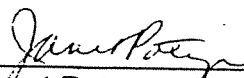
1. The Mayor and Borough Clerk are authorized and directed to execute and attest Collective Bargaining Agreement with Council 7, said agreement to be in a form approved by the Borough Attorney;
2. The Borough Finance Department is authorized and directed to make payment of 2004 retroactive pay adjustments to members of Council 7, upon receipt and approval of formal Collective Bargaining Agreement, and adoption of the appropriate salary ordinance amendments, if necessary.

ADOPTED: December 6, 2004

ATTEST:

  
\_\_\_\_\_  
DEPUTY BOROUGH CLERK

I, Janet Potenza, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 6<sup>th</sup> day of December, 2004.

  
\_\_\_\_\_  
Janet Potenza, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Erickson	✓			
Foster-Dublin	✓			
Goodhart	✓			
Minkoff	✓			
Nolan	✓			
Timmons	✓			

ARTICLE XLIX

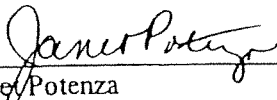
DURATION OF AGREEMENT

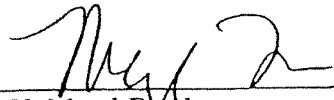
THIS AGREEMENT shall be effective as of January 1, 2004, and shall extend through December 31, 2007.

The Borough and the Association do hereby agree that they shall commence negotiations for an Agreement for the year 2008 on or before July 1, 2007.

ATTEST:

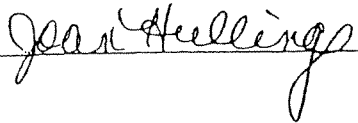
BOROUGH OF HIGHLAND PARK

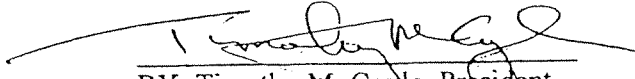
  
\_\_\_\_\_  
Janet Potenza  
Borough Clerk

  
\_\_\_\_\_  
BY: Meryl Frank  
Mayor

WITNESS:

MIDDLESEX COUNCIL NO. 7  
NEW JERSEY CIVIL SERVICE ASSN.

  
\_\_\_\_\_

  
\_\_\_\_\_  
BY: Timothy M. Coyne, President

Amendment to Article XII

Pursuant to Section D of this Article, and as duly evidenced by a Resolution of the Borough Council:

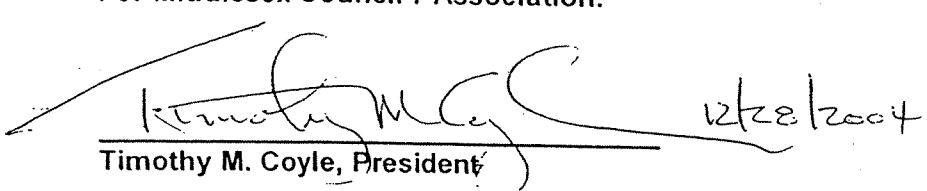
1. The date of Tuesday, December 27, 2005, heretofore a normal day of employment, shall hence be taken and considered for all such purposes as a paid holiday.
2. The date of Tuesday, November 8, 2005, heretofore a paid Union holiday, shall hence be taken and considered for all such purposes as a normal day of employment.
3. Nothing herein shall be construed as negating, altering or otherwise changing any other portion of this contract, in whole or in part.

Subscribed and agreed to this 4<sup>th</sup> day of January, 2005.

**For Borough of Highland Park:**

\_\_\_\_\_  
Nick Trasente, Borough Administrator

**For Middlesex Council 7 Association:**

  
\_\_\_\_\_  
Timothy M. Coyle, President

12/28/2004