

AGREEMENT

BETWEEN

BOROUGH OF HIGHLAND PARK

AND

TEAMSTERS LOCAL 97 OF NEW JERSEY, I.B.T.

January 1, 2021 to December 31, 2023

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TABLE OF CONTENTS

PREAMBLE.....1

ARTICLE 1.....2
RECOGNITION

ARTICLE 2.....2
UNION REPRESENTATIVES

ARTICLE3
DUES CHECK – OFF

ARTICLE 4.....5
HOURS OF WORK

ARTICLE 5.....7
OVERTIME

ARTICLE 6.....10
WAGES

ARTICLE 712
WAGE INCREASE ELIGIBILITY

ARTICLE 813
NEW EMPLOYEES

ARTICLE 913
PROMOTIONS

ARTICLE 1015
LONGEVITY

ARTICLE 11.....16
MEDICAL BENEFITS

ARTICLE 1218
HOLIDAYS

ARTICLE 13 A19
PERSONAL LEAVE (EXCLUDING SCHOOL CROSSING GUARDS)

ARTICLE 13 B	20
PERSONAL LEAVE (SCHOOL CROSSING GUARDS ONLY)	
ARTICLE 14	21
MILITARY LEAVE	
ARTICLE 15 (A).....	21
BEREAVEMENT LEAVE (Excluding School Crossing Guards)	
ARTICLE 15 (B).....	23
BEREAVEMENT LEAVE (School Crossing Guards Only)	
ARTICLE 16	23
FAMILY LEAVE	
ARTICLE 17	24
LEAVE WITHOUT PAY	
ARTICLE 18	24
SPECIAL LEAVE	
ARTICLE 19 A.....	25
SICK LEAVE (EXCLUDING SCHOOL CROSSING GUARDS)	
ARTICLE 19 B.....	30
SICK LEAVE (SCHOOL CROSSING GUARDS ONLY)	
ARTICLE 20	31
ACCUMULATED SICK LEAVE BUY OUT	
ARTICLE 21	32
WORK INCURRED INJURY LEAVE	
ARTICLE 22	33
JURY LEAVE	
ARTICLE 23	34
BREAKS	
ARTICLE 24-A	35
VACATIONS (EXCLUDING SCHOOL CROSSING GUARDS)	
ARTICLE 24-B	37
VACATION (SCHOOL CROSSING GUARDS ONLY)	

ARTICLE 25.....	37
GRIEVANCE PROCEDURES	
ARTICLE 26	40
(ARBITRATION) GRIEVANCE PROCEDURE - CONTINUED	
ARTICLE 27	41
LAYOFFS	
ARTICLE 28	42
PART-TIME EMPLOYEES	
ARTICLE 29	43
RIGHTS AND PRIVILEGES OF THE UNION	
ARTICLE 30	44
PERSONNEL FILES	
ARTICLE 31	44
EMPLOYEE EXPENSES	
ARTICLE 32	44
SAFETY	
ARTICLE 33	45
MEAL REIMBURSEMENT	
ARTICLE 34	45
MANAGEMENT RIGHTS	
ARTICLE 35	47
MAINTENANCE OF WORK OPERATIONS	
ARTICLE 36	48
COMPUTATION ERRORS	
ARTICLE 37	48
TEMPORARY WORK ASSIGNMENT	
ARTICLE 38	48
SEVERABILITY	
ARTICLE 39 (A).....	48
CLOTHING AND UNIFORMS (EXCLUDING SCHOOL CROSSING GUARDS)	

ARTICLE 39 (B)	50
CLOTHING (SCHOOL CROSSING GUARDS ONLY)	
ARTICLE 40	52
DISCIPLINE	
ARTICLE 41.....	52
EXCEPTIONS TO BARGAINING DUTY	
ARTICLE 42	53
PROBATIONARY EMPLOYEES	
ARTICLE 43	55
PAYROLL ADJUSTMENTS	
ARTICLE 44	55
ANNIVERSARY DATES	
ARTICLE 45	55
FLEX TIME	
ARTICLE 46	57
DURATION OF AGREEMENT	
WAGES SCHEDULE A	58

PREAMBLE

THIS AGREEMENT made the _____ day of _____ 2021, between the BOROUGH OF HIGHLAND PARK (hereinafter referred to as the "Borough" and Teamsters Local 97 of New Jersey, I.B.T. (hereinafter referred to as the "Union").

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

WHEREAS, the Union 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 1

RECOGNITION

The Union is hereby designated as the bargaining agent for all full-time, part-time and per diem white collar employees, community service drivers, public safety telecommunicators, housing inspectors and crossing guards, by the Borough of Highland Park, as more set forth in the job titles set forth on Schedule A attached hereto and made a part hereof.

ARTICLE 2

UNION REPRESENTATIVES

- A. The Union shall have the right to designate such of its members as it, in its sole discretion, deems necessary to act as Union representatives and/or shop stewards and such Union representatives and/or shop stewards shall not be discriminated against due to their legitimate Union activities.
- B. Union 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 Union will furnish to the Borough a list of duly elected or appointed Union officers, representatives, and shop stewards within ten (10) days after election or appointment each year. While serving as an Union 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 Union President.

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

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

G. No more than one (1) Union Steward will be released from work with pay to attend a Union conference and/or seminar not to exceed three (3) days in the aggregate per year.

ARTICLE 3

DUES CHECK - OFF

A. Upon receiving the written authorization form of an employee covered by this agreement, the Borough agrees to deduct each bi-weekly pay check the membership dues at an amount of 2.25 times the employees' hourly rate of pay, as required by the IBT Constitution. The Borough shall promptly remit monthly and all amounts so deducted with a list of such deductions to the Secretary Treasurer of the Union.

B. The Union will provide the necessary check off authorizations form and deliver the signed form to the Borough. The Union 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 Union to the Borough.

C. The Borough shall notify the Secretary Treasurer of the Union, within three (3) days of hire, the employee's name, address, classification, rate of pay, and of all removals of employees from the Borough's payroll.

ARTICLE 4

HOURS OF WORK

The work hours for the unit shall be as follows:

A. Borough Hall Employees shall work the following schedule: 8:00 a.m. to 4:00 p.m. on Monday, Wednesday, and Thursday, 8:00 a.m. to 6:00 p.m. on Tuesday with a one (1) hour lunch each of those days, and 8:00 a.m. to 1:00 p.m. on Friday with no lunch hour, for a thirty-five (35) hour work week. The Borough may, in its sole discretion, between Memorial Day and Labor Day each year, modify work hours in the summer by going to a four (4) day, 35 hour workweek schedule, with Borough operations closed on Fridays in the summer. The Borough may, at its sole discretion, change the work hours to 8:30 a.m. to 4:30 p.m., with a one (1) hour lunch, for a thirty-five (35) hour work week.

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

Public Safety telecommunicators hired before January 1, 2018 and working the 10:00

p.m. to 6:15 a.m. shift will receive a shift differential of fifty cents (\$0.50) per hour.

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

C. Community Services shall work the following schedule: 8:00 a.m. to 4:00 p.m. on Monday, Wednesday, and Thursday, 8:00 a.m. to 6:00 p.m. on Tuesday with a one (1) hour lunch each of those days, and 8:00 a.m. to 1:00 p.m. on Friday with no lunch hour, for a thirty-five (35) hour work week. The Borough may, in its sole discretion, between Memorial Day and Labor Day each year, modify work hours in the summer by going to a four (4) day, 35 hour workweek schedule, with Borough operations closed on Fridays in the summer. The Borough may, at its sole discretion, change the work hours to 8:30 a.m. to 4:30 p.m., with a one (1) hour lunch, for a thirty-five (35) hour work week.

D. Regular Court sessions may alter the regular work schedule for court personnel, however, Municipal Court employees shall work the following schedule: 8:00 a.m. to 4:00 p.m. on Monday, Wednesday, and Thursday, 8:00 a.m. to 6:00 p.m. on Tuesday with a one (1) hour lunch each of those days, and 8:00 a.m. to 1:00 p.m. on Friday with no lunch hour, for a thirty-five (35) hour work week. Employees will receive overtime for any hours in excess of thirty-five (35) hours per week and/or eight (8) hours per day. The Borough may, in its sole discretion, between Memorial Day and Labor Day each year, modify work hours in the summer by going to

a four (4) day, 35 hour workweek schedule, with Borough operations closed on Fridays in the summer.

E. Full-time Code Enforcement Officers/Housing Inspectors shall work the following schedule: 8:00 a.m. to 4:00 p.m. on Monday, Wednesday, and Thursday, 8:00 a.m. to 6:00 p.m. on Tuesday with a one (1) hour lunch each of those days, and 8:00 a.m. to 1:00 p.m. on Friday with no lunch hour, for a thirty-five (35) hour work week. The Borough may, in its sole discretion, between Memorial Day and Labor Day each year, modify work hours in the summer by going to a four (4) day, 35 hour workweek schedule, with Borough operations closed on Fridays in the summer.

F. Administrative Assistant- Public Works - 7:30 a.m. to 3:00 p.m., one-half (1/2) hour lunch, thirty-five (35) hours per week. The Borough may, in its sole discretion, between Memorial Day and Labor Day each year, modify work hours in the summer by going to a four (4) day, 35 hour workweek schedule, with Borough operations closed on Fridays in the summer.

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

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

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

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

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

(b.) Early dismissal

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

If the schools change their hours of operations, the Borough has the right to conform work hours to the new school hours.

J. 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 5
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 4, paragraph B. As used in this Article, hours of work does not include sick time utilized during the work week for purposes of determining overtime due.

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 12 shall be paid their regular day's pay plus an additional rate of time

and one-half (1 ½) in pay.

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

E. Public safety telecommunicators will receive holiday pay for the holidays listed in Article 12 as follows: Public safety telecommunicators who work a Monday through Friday work week will receive holiday pay (calculated at time and half or double time for certain enumerated holidays) when working on the holiday observed by other bargaining unit members.

Public safety telecommunicators who work a Tuesday through Saturday work week or work the weekend shift will receive holiday pay (calculated at time and half or double time for certain enumerated holidays) when they work on the actual day of the holiday regardless of when observed by other unit members.

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

G. Overtime shall be distributed, insofar as practicable, in accordance with seniority in title, provided employees are qualified to do the work and provided no emergency exists where the Borough does not have the time to contact the employee with the most seniority possessing the skills necessary to perform the emergency work. This provision does not apply to contiguous overtime where the job must be completed. Overtime for Public Safety telecommunicators 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 12, or between the hours of 12:00 a.m. and 6:00 a.m. on any day, employee shall be paid for a minimum of four (4) hours at straight time of pay regardless whether said hours are actually worked, except that an employee called to return to work at a time which is less than four (4) hours prior to the start of his or her next regular shift or work period shall not receive a minimum of four (4) hours at straight time, but shall receive the applicable overtime rate only for the hours worked prior to the commencement of the shift. In the event said employee is called to return to work at any other time, the employee shall be paid for a minimum of two (2) hours at straight time of pay regardless whether said hours are actually worked. If an employee called in more than one time within the same two or four hours call-out period, the employee shall receive only one minimum pay amount.

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

electing compensatory time.

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

J. There shall be no pyramiding of overtime pay.

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

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

ARTICLE 6 WAGES

A. 1. Effective January 1, 2021, all full-time and regular part time employees will receive a two percent (2.0%) salary increase over their December 31, 2020 base salary. Employees scheduled to receive a step increment in 2021 will also receive their step increment.

2. Effective January 1, 2022, all full-time and regular part-time employees will receive a two percent (2.0%) salary increase over their December 31, 2021 base salary. Employees scheduled to receive a step increment in 2022 will also receive their step increment.

3. Effective January 1, 2023, all full-time and regular part-time employees will receive a two percent (2.0%) salary increase over their December 31, 2022 base salary. Employees scheduled to receive a step increment in 2023 will also receive their step increment.

B. 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 2021, 2022, and 2023, equal to the percentage

amounts received by those employees at a step.

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

D. 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.

E. 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.

F. 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).

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

G. Anyone promoted from Clerk to Principal Clerk on the attached salary guides will be placed at the salary step of Principal Clerk that is one step higher than the salary step of Clerk

that they occupied immediately preceding the promotion. For example, if the promoted individual is at step 14 on the Clerk's Guide, they will be placed at step 4 of the Principal Clerk guide. If they are at step 10 on the Clerk's Guide, they will be placed on step 1 of the Principal Clerk guide, etc.

H. Crossing guards hired on or after January 1, 2021 will be paid an hourly rate of pay of \$19.36 for all hours worked during the school year as a crossing guard. This rate will be increased by the negotiated wage percentages in 2022 and 2023.

J. Effective March 16, 2021, PSTs shall receive two (2) hours of cash payment or compensatory time, at the PST's option, for each day or partial day that they serve as a trainer for new PSTs.

ARTICLE 7 **WAGE INCREASE ELIGIBILITY**

A. All employees in this bargaining unit being carried on the Borough's payroll on January 1, 2021 or who commence employment on or after that date, and all employees on approved leaves of absences shall receive the wage increase with the following exceptions:

1. All wage increases hereunder shall be retroactive to January 1, 2021 on the same terms and conditions as outlined in this paragraph.

2. Employees who severed employment with the Borough prior to March 16, 2021, 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, 2021 to retirement date.

ARTICLE 8 **NEW EMPLOYEES**

- A. It is the intention of the Borough in cooperation with the Union 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 Union President.
- B. The Borough shall advise the Union 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 Union shall advise the Borough at least ten (10) working days prior to the next pay period whether the employee is an Union member so the Borough can effect a payroll deduction for Union 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 9
PROMOTIONS

- A. Any employee promoted shall receive as his or her new annual salary the greater of (a) \$250.00 increase over his or her existing annual base salary, or (b) the minimum of the salary range for the new position. An increase in pay due to a promotion shall not preclude an employee from receiving the wage increases set forth in Article 6.
- 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 Union 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 10
LONGEVITY

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

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

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

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

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

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

ARTICLE 11
MEDICAL BENEFITS

A. The Borough agrees to continue to provide the State Health Benefits Plan Health Insurance to all full time employees and pay the premium for NJDIRECT 15 and the employee's eligible dependents, subject to employee contributions as set forth below, for all employees covered under this agreement. Effective January 1, 2009, employees who select the NJDIRECT 10 will pay the difference in the premium between the NJDIRECT 15 and the NJDIRECT 10, in addition to required contributions set forth below. Effective January 1, 2016, employees who select a plan other than the NJDIRECT 15 will pay the difference between the NJDIRECT 15 and the plan selected, in addition to the required contributions set forth below. The co-pays associated with the plan selected by the employee remain the responsibility of the employee.

1. Effective January 1, 2012, all employees shall be required to contribute towards the cost of the premium for all health insurance provided under this article pursuant to Public Law 2011, Chapter 78, and in no instance will the contributions for all health insurance received under this Agreement will be less than 1.5% of his/her salary.

B. The Borough, at its sole cost and expense, shall provide to all full-time employees, and said employee's eligible families with coverage under the dental insurance plan attached to the Memorandum of Agreement dated July 9, 2008.

C. The Borough will provide a prescription drug program for all full time employees and their eligible dependants. Employees are responsible to pay the co-pays required by the prescription plan selected by the Borough.

D. All full-time employees shall continue to be covered by an eyeglass replacement reimbursement program with full family coverage, at the Borough's sole cost and expense. Each such employee shall be entitled to up to two (2) reimbursements per year. The total

reimbursement for each employee may not exceed the sums set forth in subparagraph E below. The reimbursement is limited to lenses and/or frames, or contact lenses, but excludes examination fees. Non-prescription sunglasses and non-prescription colored contact lenses are not reimbursable. Employees shall receive reimbursement within forty-five (45) days of the furnishing of a written receipt for eligible costs incurred.

E. The total annual reimbursement shall not exceed \$135.00. Effective January 1, 2019, the total annual reimbursement shall not exceed \$150.00.

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

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

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

I. Effective in 2021 and each year thereafter, crossing guards will be subject to annual medical examinations on a pass/fail basis at the Borough's expense limited to whether the crossing guard is fit to perform the duties of a crossing guard.

ARTICLE 12
HOLIDAYS

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

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day and the day after
Christmas Day

Holiday pay for public safety telecommunicators is paid in accordance with Article 5. E.

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

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

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

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

E. All full-time employees shall have one (1) floating holiday to utilize during the calendar year by requesting the use of the floating holiday as they would personal days. Floating holidays shall not carry over year to year, but must be used in the calendar year earned.

ARTICLE 13-A
PERSONAL LEAVE
(EXCLUDING SCHOOL CROSSING GUARDS)

A. Except as provided in sub-paragraphs B, E, and G, all full-time employees shall have four (4) paid personal days in each calendar year for any personal purpose, in addition to all other types of leave provided in this Agreement. Personal days may not be carried over from one calendar year to the following calendar year. Personal days may be taken on separate days or may be taken consecutively; however, the employee should give the Borough five (5) days prior notice for each personal day to be taken, except in the event of an emergency. Personal leave may not be used to extend vacations or holidays, except in extenuating circumstances, and with thirty (30) days prior notice to the employee's Department Head and approval by the Borough Administrator.

B. New employees shall be credited with up to one (1) personal day at the conclusion of their probationary ninety (90) day employment period. This personal day may not be taken during the probationary period. Thereafter, such employee shall be credited with personal days on January 1 or each year, subject to sub-paragraphs E and G.

C. All employees shall be entitled to fracture up to one personal day on an hour-by-hour basis.

D. If there is an abuse of extending vacation or holidays with a personal day without extenuating circumstances, then disciplinary action may result.

E. Employees whose employment terminates between January 1 and January 31, shall

receive no paid personal days for the calendar year in which they are last employed; employees whose employment terminates between February 1 and April 30 of a calendar year shall receive one (1) paid personal day for the calendar year in which they are last employed; employees whose employment terminates between May 1 and August 31 shall receive the two (2) personal days for the calendar year in which they are last employed; and employees whose employment terminates after August 31 shall receive three (3) paid personal days for the calendar year in which they are last employed.

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

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

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

ARTICLE 13-B
PERSONAL LEAVE
(SCHOOL CROSSING GUARDS ONLY)

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

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

C. Fracturing of personal days is permitted in ½ half day increments, provided coverage can

be obtained for the other half day.

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

1. No other employee is on scheduled vacation, and

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

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

ARTICLE 14
MILITARY LEAVE

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

ARTICLE 15 (A)
BEREAVEMENT LEAVE
(Excluding School Crossing Guards)

A. All full-time employees shall receive a maximum of (3) paid working days leave in the event of the death of the employee's son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law or the employee's or his or her spouse's grandparents or grandchildren, . For the death of an employee's spouse, parent, child, brother or sister, step parents and step siblings, the employee shall receive up to five (5) paid working days leave. For the death of an employee's aunt or uncle, the employee shall receive one (1) 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 15 (B)
BEREAVEMENT LEAVE
(School Crossing Guards Only)

A. All school crossing guards, except substitutes, shall receive three (3) paid working days bereavement leave in the event of the death of the employee's brother, sister, grandparent and the brother, sister, or grandparent of their spouse.

B. Five (5) paid working days bereavement leave will be granted in the event of an employee's spouse, child, parent.

C. All such bereavement leave must be taken within five (5) calendar days of either the date of death or the date of funeral.

ARTICLE 16
FAMILY LEAVE

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

A. All initial applications for, as well as applications for extensions or reductions of maternity leave, shall be made in writing to the Borough.

B. Any employee intending to apply for maternity leave shall advise the Borough of the fact of her pregnancy and of her prospective plans for taking maternity leave and her best estimate of when the maternity leave will begin no later than the end of the fourth month of pregnancy. Such written request shall specify when the employee wishes her leave to commence and to terminate.

C. Upon applicable to the Borough Administrator or his designee, child rearing leave may be granted without pay for a period not to exceed six (6) months.

D. The Borough's policy on FMLA and NJFLA leave is incorporated herein in its entirety. Employees on FMLA leave, whether paid or unpaid, or any paid leave, including sick leave as provided in Article XIX-A and injury leave as provided in Article 21, are obligated to make health care contributions as if they were working and being paid.

ARTICLE 17
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. A denial of a leave may be grieved and 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. Employees who are granted a leave of absence without pay beyond the 12-weeks leave covered under the FMLA will be required to pay the monthly cost of their health benefits for the period of time they remain on a leave without pay. Employees who have exhausted FMLA leave may apply to the Borough Council, through a written request to the Administrator, to continue their health benefits during their leave of absence so long as the employee makes his/her contributions on a monthly basis.

ARTICLE 18
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 19 A
SICK LEAVE
(EXCLUDING SCHOOL CROSSING GUARDS)

A. All employees shall receive one hundred and five (105) sick hours per year. Public Safety telecommunicators shall receive 116.25 sick hours per year.

B. Employees who have accumulated hospital days will retain their hospital days at the current amount, and those hospital days will be placed in a separate bank. Employees who exhaust fifteen (15) sick days in any given year will be permitted to use the bank of hospital days for specific events, i.e. hospitalization, recuperation from hospitalization and extended injury or illness.

C. For all employees hired on or after January 1, 2018, during the first year of employment, a new employee shall be credited with sick leave at the rate of seven (7) hours per month on a month-to-month basis until the completion of the calendar year, after which they will receive the full allotment of sick hours on January 1 as set forth in paragraph A. Public safety telecommunicators hired on or after January 1, 2018 shall be credited with sick leave at the rate of eight and three fourths 8.75 hours per month on a month-to-month basis until the completion

of the calendar year, after which they will receive the full allotment of sick hours on January 1 as set forth in paragraph A.

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

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

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

i. all sick days may be fractured in $\frac{1}{2}$ day increments;

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

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

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

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

per year. The Borough may request the employee to present a doctor's note for the use of sick time any time the Borough deems it reasonable to do so. Excessive use of and abuse of sick leave may be cause for discipline, up to and including termination.

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

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

1. When the employee under medical care fails to carry out orders of the attending physician unless the employee immediately changes his/her attending physician;
2. When in the Opinion of a Borough designated medical physician the employee is ill or disabled because of a deliberate self-imposed action or non-action. However, the employee may obtain an opinion from a physician of his or her choice concerning the illness or disability. If this opinion conflicts with that of the Borough's designated physician, then a third physician shall be jointly designated by the Union 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 Union and the Borough Administrator. The opinion of this physician shall be binding on both parties and shall be paid on a 50/50 basis by both parties;

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

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

M. This Article 19 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 Union 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. Sick leave cannot be used for routine, annual, or semi-annual doctor's appointments,

dental appointments, or any other routine, annual or semi-annual health professional appointment.

P. 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.

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

R. 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.

S. Any employee who does not use sick leave in any calendar year shall receive two (2) additional personal days in the subsequent calendar year.

T. Employees who are absent from work for longer than thirty (30) consecutive days will not accrue any time-related benefits during the period of the absence.

ARTICLE 19 B
SICK LEAVE

(SCHOOL CROSSING GUARDS ONLY)

- A. Effective September 1, 2008, school crossing guards shall receive three (3) sick days per year to be utilized as follows: Up to two (2) sick days may be used during the fall semester (September – December) and the remaining sick day may be used during the spring semester (January – June). Effective September 1, 2018, school crossing guards shall receive four (4) sick days per year to be utilized as follows: Up to two (2) sick days may be used during the fall semester (September – December) and the remaining sick days may be used during the spring semester (January – June). Effective for the 2021-2022 school year, school crossing guards shall receive six (6) sick days per year. Each sick day consists of one and a half (1.5) hours. Unused sick days in the fall semester may be carried forward to the spring semester and utilized then. Effective March 16, 2021, no more than four (4) sick days per school year may be placed and accumulated in their sick bank, which bank may accumulate without limitation.
- B. The Borough may require proof of illness of an employee on sick leave whenever such requirement appears reasonable.
- C. Abuse of sick leave or excessive 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 cannot be used for routine, annual, or semi-annual doctor's appointments, dental appointments, or any other routine, annual or semi-annual health professional

appointment.

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 20
ACCUMULATED SICK LEAVE BUY OUT

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

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

However, all employees hired after January 1, 1986, who are terminated for cause at any time within fourteen (14) years of their one year anniversary date, will not be entitled to any benefits under this Article. Employees hired on or after May 21, 2010 must retire from PERS in order to be entitled to receive an accumulated sick time pay-off.

B. 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.

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

D. Each employee who resigns from the employ of the Borough, and employees who retire with fifteen (15) or less years of service with the Borough, must give at least three (3) monthss' notice before the resignation or retirement. Failure to give timely notice shall result in forfeiture of benefits under this Article. However, benefits hereunder will be paid notwithstanding lack of notice if 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 21
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 17.

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 22
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 Union 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 Public safety telecommunicator 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 Public safety telecommunicator shall receive time off due to jury duty under the following circumstances:

- Public safety telecommunicators working the 5:45 a.m. to 2:00 p.m. shift shall be eligible for leave when in the same calendar day their jury duty is during their shift.
- Public safety telecommunicators working the 1:45 p.m. to 10:00 p.m. shift shall be eligible for leave when in the same calendar day their jury duty is before their shift.
- Public safety telecommunicators working the 9:45 p.m. to 6:00 a.m. shift shall be eligible for leave when in the same calendar day this jury duty is after their shift.

ARTICLE 23
BREAKS

- A. Each employee shall be entitled to one (1) ten (10) minute break for each half-day period of work (morning and afternoon shall each be considered a half-day period of work and equivalent periods for second and third shift shall also be considered half-day periods of work).
- B. An employee shall not take his/her break in the office of another employee or in his/her own office. Public safety telecommunicators will attempt to take their breaks while a Police Officer or other qualified personnel is in the building. If no officer or other qualified personnel is present, the Public safety telecommunicator will request a Police Officer on the road to return to Police Headquarters to relieve the Public safety telecommunicator.
- 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 24-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>
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Less than one year	One working day for each two months Of service
One Year	70 hours
Five Years	77 hours
Six Years	84 hours
Seven Years	91 hours
Eight Years	98 hours
Nine Years	105 hours
Ten Years	112 hours
Eleven Years.	119 hours
Twelve Years	126 hours
Thirteen years	133 hours
Fourteen Years	140 hours

(Public Safety Telecommunicators)

<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	77.5 hours
Five Years	85.25 hours
Six Years	93 hours
Seven Years	100.75 hours
Eight Years	108.50 hours
Nine Years	116.25 hours

Ten Years	124 hours
Eleven Years.	131.75 hours
Twelve Years	139.50 hours
Thirteen years	147.25 hours
Fourteen Years	155 hours

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

C. After the completion of five (5) full years of service, with the approval of the Borough Administrator, or his designee, and the employee's Department Head, an employee may take all vacation leave consecutively, including accumulated vacation leave, but not to exceed twenty (20) consecutive work days. Such permission shall not be unreasonably withheld by either the Department Head, the Borough Administrator, or his designee.

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

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

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

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

G. Employees should review time off balances at the beginning of each year and report any discrepancies prior to February 1. Department Supervisors can assist employees with reviewing their time balances upon request.

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

ARTICLE 24-B
VACATION
(SCHOOL CROSSING GUARDS ONLY)

Employees may request vacations without pay with the following conditions:

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

ARTICLE 25
GRIEVANCE PROCEDURES

A. A grievance is defined as a claimed breach, misapplication, or misinterpretation of any rules, regulations, policies, decisions, or orders affecting an employee's terms and conditions of

employment. An employee wishing to process his own grievance may do so provided: (a) the employee provides to the Union Grievance Committee written notice of his or her intention to process the grievance; (b) the employee provides the Union 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 Union, in its sole discretion, determines that an adjustment or settlement of the grievance is inconsistent as set forth above, then the Union 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 Union, through its authorized Union representative or shop stewards, shall present the employee grievance or dispute to the employee's immediate supervisor, in writing, within fifteen (15) working days of its occurrence or within fifteen (15) 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 Union representative and/or shop steward within five (5) working days thereafter.

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

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

- C. A group or policy grievance shall be submitted directly to the Borough Administrator on the Step 3 level.
- D. The Union 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 Union 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 26
(ARBITRATION) GRIEVANCE PROCEDURE - CONTINUED

Step 4: Within thirty (30) calendar days of the Borough Administrator's decision at Step 3, the Borough or the Union 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 Union 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 Union, 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 Union or by the employee if the Union does not pursue the grievance to arbitration. Any

other expenses, including, but not limited to, the presentation of witnesses shall be paid by the party incurring same.

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

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

ARTICLE 27 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. Employees transferred to a new job and on probation for a period of 90 days must successfully complete their probationary period. The failure to successfully complete the probationary period will result in removal, unless extended for an additional 90 days at the sole discretion of the Borough Administrator.

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.

D. Effective March 16, 2021, the Borough has the right to furlough employees, in lieu of a layoff, with a concomitant reduction in wages based upon the length or type of furlough.

Employees furloughed will retain Borough-provided health insurance benefits, if otherwise qualified, and remain required to contribute to the cost of those benefits. Employees on furlough will retain their balances of accrued time-related benefits prior to furlough and will only earn a pro-rata share of time-related benefits while on furlough.

ARTICLE 28
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. Employees who work more than (twenty) 20 hours per week but less than thirty-five (35) hours per week, and have been employed by the Borough for at least three (3) years, will receive a 57% of the sick time, vacation days and personal days provided to full-time employees. By way of example, part-time employees would receive 57% of 105 sick hours, or 59.85 sick hours ($105 \times .57 = 59.85$).

B. School crossing guards, unless otherwise stated elsewhere in this Agreement, and part-time employees hired after December 6, 2004 who work less than 20 hours per week, shall receive no benefits.

ARTICLE 29
RIGHTS AND PRIVILEGES OF THE UNION

- A. The Borough agrees to make available promptly to the Union 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 Union 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 Union or any employee is mutually scheduled by the Borough and the Union 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 Union 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 Union for posting of notices and bulletins pertaining to Union business and activities only.
- E. No matter may be posted by an employee without receiving express permission of the officially designated Union representative and may be removed by the Borough if deemed appropriate, but only after the Borough first consults with the Union representative.

ARTICLE 30
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 Human Resources office. 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. Upon written request of the employee, the Borough will expunge from the employee's personnel file any disciplinary actions which are older than five years, so long as there has been no further disciplinary actions taken in those five years. Upon written request of the employee, the Borough will expunge from the employee's personnel file any verbal reprimand which is older than six months so long as no further discipline has been issued during those 6 months.

ARTICLE 31
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 32
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 Union.

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

ARTICLE 33
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 34
MANAGEMENT RIGHTS

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

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

transfer and assign according to law or to retain employees in positions with the Borough.

4. To set rates of pay for temporary and seasonal employees.
5. To suspend, demote, discharge, or take any other appropriate disciplinary actions against any employee for good and just cause according to law.
6. The Borough will provide the Union president with at least thirty (30) calendar days written notice prior to a decision being made to subcontract bargaining unit work. The Union may request, within five (5) calendar days of the written notice, a meeting with the Borough to discuss the subcontracting being considered. The Union President will be notified of the subcontracting before any individual bargaining unit member who may be affected by the subcontracting is notified. The Union will be responsible for notifying employees about the possible subcontracting.
7. The Borough will provide the Union with all bid notices, if any, for the subcontracting of unit work when the bids are submitted.
8. Employees affected by the subcontracting of bargaining unit work will be given notice of the Borough's decision and will be able to exercise their rights both in accordance with Article 27.
9. This Article does not apply to inter-local or intra-local agreements.

ARTICLE 35
MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union 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 Union 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 Union agrees that it will make every reasonable effort (provided same does not require the disbursement of Union funds) to prevent its members from participating in any strike, work stoppage, slow-down or other illegal job action. The Union 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 Union or a concerted breach by members of the Union.

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

ARTICLE 36
COMPUTATION ERRORS

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

ARTICLE 37
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 38
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 39 (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. Uniforms required to be worn on-duty by employees will be provided to each employee by the Borough.

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 public safety telecommunicators.

ARTICLE 39 (B)
CLOTHING
(SCHOOL CROSSING GUARDS ONLY)

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

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

Effective beginning with the 2021-2022 school year, crossing guards will be paid the \$350 clothing allowance via payroll checks in the amount of \$175 on September 1 and \$175 on January 1.

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

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

B. Clothing will be purchased at vendor approved by the Borough Administrator or Chief of Police.

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

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

E. Allowable Clothing: items to be approved by the Chief of Police or his designee:

Coat — Orange

Gloves/Mittens — White or Safety Orange

Scarfs — White, Navy Blue or Black — Solid Colors

Whistle

Slacks — Blue

Shirts, Shorts or Long Sleeve — Light Blue

Boots or Shoes - Black

Rain Coat — Yellow

Rain Cape/Hat — Yellow

Light Jacket - Blue

Insulated underwear

Black or navy blue socks

Earmuffs or equivalent

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

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

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

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

K. The Borough shall purchase a new orange winter coat for each crossing guard with more

than one year of service every three (3) years, which shall be provided no later than the first week of January in the year due. Any school crossing guard who terminates employment prior to April shall return the orange winter coat to the Borough.

ARTICLE 40
DISCIPLINE

The Borough shall have the right to suspend or discharge an employee for good cause, upon written notice to the employee and the Union, 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 41
EXCEPTIONS TO BARGAINING DUTY

A. The Borough shall not be required to bargain with the Union 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 Union 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 Union, 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 Union 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 Union 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 Union, 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 Union 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 alerted without prior bargaining with the Union.

ARTICLE 42
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 12, bereavement leave pursuant to Article 15, worker's compensation pursuant to State Statute, and sick days as set forth below.

- C. A probationary employee may take no sick days during the balance of the calendar month in which he or she is hired. However, an employee hired between the first and fifteenth day of the month will accrue a sick day for that month, even though it may not be taken in that month. An employee hired between the sixteenth and thirty-first day of the month will not accrue a sick day for that month. During the second calendar month of employment, an employee may utilize one sick day, and in the third calendar month may utilize an additional sick day, or may use two sick days in the third calendar month if no sick day was used in the second calendar month. Any time off for any reason whatsoever in excess of these permitted sick days will be taken as time off without pay. If no sick days are taken during the probationary period of employment, then on the first day of the fourth calendar month, the employee will accrue four sick days if hired between the first and fifteenth day of a month, and will accrue three sick days if hired between the sixteenth and thirty-first day of the month.
- D. The Borough may extend the probationary period for up to sixty (60) days following the end of the initial ninety (90) day probationary period if additional guidance and/or training are needed. A written performance review with a performance improvement plan will be submitted at the time of the extension. During the extension, performance reviews will be submitted after 30 days and after 60 days. Any decision to extend the probationary period is neither grievable

nor arbitrable. Any employee terminated at any time during the probationary extension period, or at the conclusion thereof, is neither grievable nor arbitrable.

- E. Union dues deductions or representation fee in lieu of dues will be made during the probationary period, in accordance with the provisions of Article 3.
- 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 43
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 within thirty (30) calendar days provided at least ten (10) days notice has been given to the finance office. In the event the Borough pays an employee more than the sum to which he or she is entitled, then repayment to the Borough shall be made within thirty (30) calendar days and shall be pro-rated, if necessary, over multiple different pay periods so that no more than ten percent (10%) of that employee's net salary is withheld for re-payment.

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

ARTICLE 44
ANNIVERSARY DATES

The employee's anniversary date shall be based on their first day of work.

ARTICLE 45
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 the Union.

B. Flex time shall be implemented on a total voluntary basis and is not to be considered a substitute for overtime.

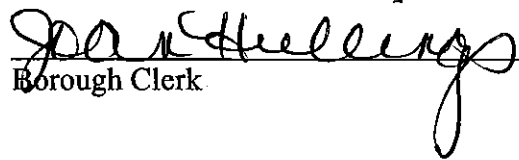
C. Part-time employees who receive no benefits may seek flex time in order to take time off for vacation or due to time lost on account of sickness or injury.

ARTICLE 46
DURATION OF AGREEMENT

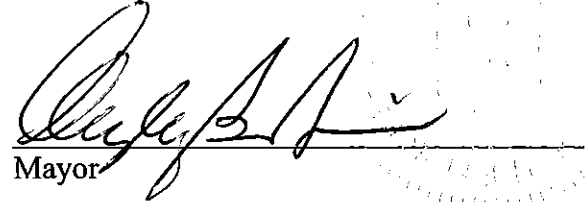
THIS AGREEMENT shall be effective as of January 1, 2021 through December 31, 2023.

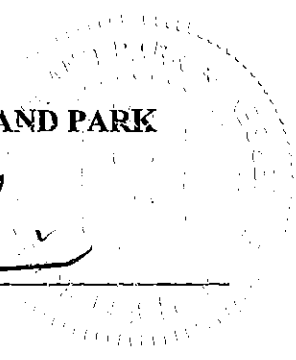
The Borough and the Union do hereby agree that they shall commence negotiations for an Agreement for the year 2024 on or before October 1, 2023.

ATTEST:


Borough Clerk

BOROUGH OF HIGHLAND PARK

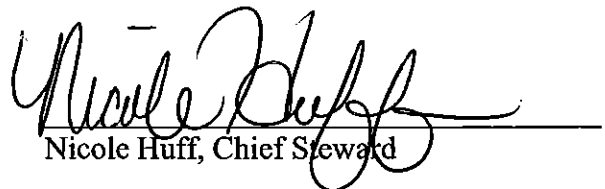

Mayor



WITNESS:

TEAMSTERS LOCAL 97
of New Jersey, I.B.T.


Patrick Guaschino, Vice-President


Nicole Huff, Chief Steward

SCHEDULE A

WAGES

MISCELLANEOUS TITLES

	2021	2022	2023
Admin Asst	\$ 61,144	\$ 62,367	\$ 63,614
Recreation Assistant	\$ 17.20	\$ 17.54	\$ 17.89
Recreation Asst. II	\$ 20.40	\$ 20.81	\$ 21.22
Comm. Services Receptionist	\$ 15.95	\$ 16.27	\$ 16.60
Deputy Treasurer	\$ 61,144	\$ 62,367	\$ 63,614

PUBLIC SAFETY TELECOMMUNICATORS

	2021	2022	2023
Hire thru 1st year	\$ 45,228	\$ 46,132	\$ 47,055
Beginning 2nd year	\$ 48,421	\$ 49,390	\$ 50,378
Beginning 3rd year	\$ 51,615	\$ 52,647	\$ 53,700
Beginning 4th year	\$ 53,163	\$ 54,227	\$ 55,311
Beginning 5th year	\$ 54,625	\$ 55,718	\$ 56,832
Beginning 6th year	\$ 55,990	\$ 57,110	\$ 58,252
Beginning 7th year	\$ 57,111	\$ 58,253	\$ 59,418
Senior PST	\$ 57,967	\$ 59,126	\$ 60,308
PT PST	\$ 22.45	\$ 22.90	\$ 23.36

HOUSING INSPECTOR

	2021	2022	2023
1st	\$ 47,000	47,940	48,899
2nd	\$ 47,940	48,899	49,877
3rd	\$ 48,899	49,877	50,874
4th	\$ 49,950	50,949	51,968
5th	\$ 51,024	52,045	53,085
6th	\$ 53,065	54,126	55,209
7th	\$ 55,188	56,291	57,417
8th	\$ 57,395	58,543	59,714
9th	\$ 58,830	60,007	61,207
10th	\$ 60,301	61,507	62,737
11th	\$ 61,507	62,737	63,992
12th	\$ 62,737	63,992	65,271
13th	\$ 63,992	65,271	66,577
14th	\$ 65,271	66,577	67,908

Clerk Typist, Community Services Driver, Police Records Clerk, Court Violations Clerk

	2021	2022	2023
1st	\$31,923	\$32,562	\$33,213
2nd	\$33,632	\$34,305	\$34,991
3rd	\$34,480	\$35,170	\$35,873
4th	\$35,484	\$36,194	\$36,918
5th	\$36,180	\$36,903	\$37,641
6th	\$37,033	\$37,774	\$38,529
7th	\$37,882	\$38,640	\$39,413
8th	\$38,730	\$39,504	\$40,294
9th	\$39,578	\$40,369	\$41,177
10th	\$40,431	\$41,240	\$42,065
11th	\$41,278	\$42,104	\$42,946
12th	\$42,130	\$42,973	\$43,832
13th	\$42,980	\$43,839	\$44,716
14th	\$43,827	\$44,704	\$45,598

**Deputy Tax Collector, Community Services Assistant, Finance Assistant, Social Worker,
Deputy Court Administrator, Principal Clerk Typist, Technical Assistant to Construction Official**

	2021	2022	2023
1st	\$ 42,130	\$ 42,973	\$ 43,832
2nd	\$ 42,980	\$ 43,839	\$ 44,716
3rd	\$ 43,827	\$ 44,704	\$ 45,598
4th	\$ 45,532	\$ 46,443	\$ 47,372
5th	\$ 46,378	\$ 47,306	\$ 48,252
6th	\$ 47,234	\$ 48,179	\$ 49,142
7th	\$ 48,085	\$ 49,046	\$ 50,027
8th	\$ 48,929	\$ 49,908	\$ 50,906
9th	\$ 49,779	\$ 50,775	\$ 51,790
10th	\$ 50,631	\$ 51,644	\$ 52,676
11th	\$ 51,445	\$ 52,474	\$ 53,523
12th	\$ 52,257	\$ 53,302	\$ 54,368
13th	\$ 53,071	\$ 54,132	\$ 55,215

SCHOOL CROSSING GUARD

	2021	2022	2023
0-1 less than 1 year	\$ 9,392	\$ 9,580	\$ 9,772
1+ year - 2 years	\$ 11,280	\$ 11,506	\$ 11,736

3 year & thereafter	\$	11,780	\$	12,016	\$	12,256
Part time Crossing Guard	\$	19.75	\$	20.14	\$	20.54
Part time Crossing Guard (hired on/after 1/1/21)*	\$	19.36	\$	19.75	\$	20.14

*Crossing guards hired on or after 1/1/21 will be paid an hourly rate of \$19.36 for all hours worked during the school year as a crossing guard. The rate will be increased by the negotiated wage percentages in 2022 and 2023.