

AGREEMENT

BETWEEN THE

TOWNSHIP OF HILLSIDE

- AND -

LOCAL 255, UNITED SERVICE WORKERS UNION, IUJAT
(Clerical Unit)

EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2017

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PREAMBLE

This Agreement, effective as of the 1st of July, 2013, by and between the Township of Hillside, New Jersey, hereinafter referred to as the "Township", and Local 255, United Service Workers Union, IUJAT (Clerical Unit), hereinafter referred to as "Union" or the "Employees", is designated through collective negotiations to maintain and promote a harmonious relationship between the Township and such employees who are within the provisions of this Agreement, through collective negotiations in order that a more efficient public service may be rendered.

ARTICLE I - RECOGNITION AND AREAS OF RECOGNITION

The Township hereby recognizes the Union as the exclusive representative of all clerical employees of the Township. The bargaining unit shall include the following positions:

- Administrative Secretary (Stenographer)
- Account Clerk
- Assistant Municipal Tax Collector
- Clerk
- Clerk-Stenographer
- Clerk-Typist
- Computer Operator/Principal Assessing Clerk
- Deputy Municipal Court Administrator
- Principal Account Clerk
- Principal Clerk-Typist
- Senior Account Clerk
- Senior Clerk-Stenographer
- Senior Clerk-Typist
- Senior Tax Clerk
- Supervisor of Data Entry Machine Operator
- Tax Clerk

Excluding confidential employees, managerial executives, and professional and craft employees.

Workers shall receive upon request to the Office of the Clerk or Business Administrator the job titles which shall be available to the employees.

ARTICLE II - HOURS OF WORK AND OVERTIME

Section 1. Hours of Work

The regular workday shall consist of seven consecutive hours of work, commencing at 9:00 a.m. and ending at 4:00 p.m., exclusive of one hour for lunch, except for those employees covered by this Agreement who heretofore have been scheduled to work a 35-hour work week. Said employees shall continue to work on a 35-hour per week schedule and their hours of work shall be determined by their department heads.

Section 2. Overtime

Overtime shall consist of any time worked in excess of those hours fixed for each position by resolution adopted by the Mayor and Council. All overtime worked shall be paid at the rate of time and one-half the hourly rate of pay.

Employees may bank up to forty (40) hours overtime, vacation time (or any combination thereof) annually, which they may claim at the time of separation at their current rate of pay. Requests for banked hours must be submitted in writing to the Director of Personnel no later than January 31 of the following year.

ARTICLE III - VACATIONS AND PERSONAL DAYS

Section 1. Vacations

All employees covered by this Agreement shall be granted annual leave, with pay, for vacation purposes during each calendar year in accordance with the following schedule, based on the length of employment as of December 31 of the preceding calendar year:

<u>PERIOD OF SERVICES</u>	<u>PAID VACATION</u>
Less than 1 year	1 working day for each Full month of employment (to be taken effective January 1, of the Following year).
1 to 3 years	12 days
3 to 7 years	15 days
7 to 11 years	17 days
11 to 15 years	19 days
15 years or over	21 years

Upon an employee fulfilling that period of service designated above which would entitle the employee to such additional days of vacation as is further designated above (three years, seven years, eleven years, and fifteen years), such additional days shall accrue and be available for use immediately upon the employee's anniversary date of employment so that the employee need not wait until the commencement of the succeeding calendar year to use the additional days; this provision shall not apply to an employee completing her first year of service. Vacation leave shall be granted in accordance with the schedule for all employees of the Township (other than members of the Fire and Police Departments).

Section 2. Personal Days

All employees covered by this Agreement shall be granted five (5) personal days to be taken during the calendar year at such times as may be determined by the employee's department head, provided employee exercises reasonable discretion in making determination. Such personal days may be used for religious

holidays, but not limited thereto, and all five (5) personal days must be used within the calendar year and cannot be accrued.

ARTICLE IV - HOLIDAYS

Holidays shall be granted in accordance with the provisions of Section 5.7.2 (Paid Holidays) of Chapter V (Personnel), "Revised General Ordinances of the Township of Hillside, 1971" and shall include:

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

Should any of the enumerated holidays of which an employee is entitled fall during the employee's vacation, such employee shall, in addition to her regular pay, be paid for such holiday.

Should an employee be called into work on any of the enumerated holidays to which she is entitled, the employee shall, in addition to her regular day's pay, be paid for such holiday at time and one-half her regular rate.

In addition, the Municipal Building will be closed at 12:00 noon on December 24th and December 31st. There will be no lunch hour on those days.

In the event that New Year's Day (January 1), Independence Day (July 4), and/or Christmas (December 25) should fall on a Tuesday, the preceding day (Monday) shall be considered a holiday for the employees covered by this Agreement. In the event that New Year's Day (January 1), Independence Day (July 4), and/or Christmas (December 25) should fall on a Thursday, the following day (Friday) shall be considered a holiday for the employees covered by this Agreement. The foregoing is in accordance with prior and existing practice without exception since 1956 or before.

ARTICLE V - BEREAVEMENT LEAVE

Each employee shall receive a leave of absence with pay of seven (7) consecutive work days in the event of said employee's spouse's, mother's, father's or child's death.

If there is a death in the employee's immediate family, other than a spouse, mother, father, or child, the employees shall receive a leave of absence of five (5) consecutive work days. Immediate family shall be defined as brother, sister, in-laws, grandparents, and grandchildren.

In addition, the employee shall be granted a special leave of one (1) day if there is a death in the employee's family other than the immediate family as defined above. The one (1) day leave shall be taken on the day of the family member's funeral or wake.

ARTICLE VI - SALARY SCHEDULE

Section 1.

The Township agrees that each employee in the bargaining unit covered by this Agreement shall receive the following wage increases:

Effective July 1, 2013, 1.00% on the 2012 – 2013 base salary and any salary increments thereof.

Effective July 1, 2014, 1.00% on the 2013 – 2014 base salary and any salary increments thereof.

Effective July 1, 2015, 1.00% on the 2014 – 2015 base salary and any salary increments thereof.

Effective July 1, 2016, 2.00% on the 2015 – 2016 base salary and any salary increments thereof.

Section 2.

Any employee covered by this Agreement shall receive salary increments as follows:

- A. Completion of one year of service, one-third of the difference between the employee's salary and the maximum wage rate of the job classification in which said employee was hired.
- B. Completion of two years of service, one-half of the difference between the employee's service and the maximum wage rate of the job classification in which said employee was hired.
- C. Completion of three years of service, the maximum wage rate of the job classification in which said employee was hired.

Section 3.

Employees covered by this Agreement who perform work of a higher classification in excess of ten (10) working days (not including such days in which work in a high classification is occasioned by vacations), or who are promoted by action of the Mayor and Council to a higher job classification, and who, at the time of such promotion were already receiving the maximum rate in their current classification, shall receive the maximum wage rate in the job classification into which the employee was promoted. In the event that said employee is not then receiving the maximum wage rate for the job classification then held, the employee shall receive the wage rate for the higher position having the same number of years of employment with the Township.

Notwithstanding the foregoing, however, upon promotion of an employee to the following positions, the Mayor and Council shall at that time make a determination as to the number of steps and the duration of such steps until the employee being so promoted shall receive the maximum rate of the new classification:

- Assistant Municipal Clerk
- Deputy Municipal Court Administrator

Section 4.

Any employee who bumps down to a lower paying job classification and previously was at the maximum rate in the higher paying classification shall be paid the maximum rate for the lower paying job classification. Any Employee who is not at the maximum rate prior to bumping down shall be placed at the rate/step that is equivalent to the Employee's prior placement in the previous range.

Section 5.

Annexed hereto is Schedule A setting forth the salary ranges for employees covered by this Agreement.

ARTICLE VII - HEALTH INSURANCE

Section 1. Hospitalization Plan

The Township shall continue to provide all employees covered by this Agreement and their families with full coverage under the Horizon Blue Cross Blue Shield of New Jersey ("Horizon") Hospitalization plans and Major Medical Insurance, the premiums of which shall be paid for by the Township except as set forth in this Article VIII. The Township will continue to maintain the Horizon traditional indemnity and Direct Access PPO plans. Employees hired after June 30, 2008 must enroll in the Direct Access PPO plan and will not be eligible for the traditional indemnity plan. Employees hired on or before June 30, 2008 and continuously employed with the Township will remain eligible to retain the traditional indemnity plan. The PPO co-pay for office visits will be increased to \$15 as soon as practicable for the Township. In the event the Township changes its health insurance carrier, it shall provide comparable health insurance with no less coverage than the level currently in existence on July 1, 2008.

The Township shall provide the current insurance or its equivalent for all full time employees. Employees shall pay a portion of their salary toward the premium of healthcare coverage in accordance with the dictates of N.J.S.A. Chapter 78 more fully set forth in the schedule set forth herein. Employees hired on or after June 28, 2011 shall contribute at the highest level set forth in appendix A. The chart set forth herein reflects the phasing contribution levels for employees employed o contribution effective date who will pay one quarter, one half, three quarters and the full amount of the contribution rate during the phase in years. To calculate the total percentage of premiums paid the employer will combine the medical plan premium percentage dental plan

percentage, and if applicable the prescription plan premium percentage for the appropriate level of coverage; as well as any options that an employee may select. Employees shall not be required to make additional contributions above those mandated by statute with the exception of optional buy-ups. The Township shall notify the Union if such change is made. In any event, there shall be no interruption of medical coverage for employees covered under this Agreement.

Section 2. Dental Plan

The Township shall continue to provide a 80%/20% Dental Plan for employees covered by this Agreement and their families as defined in existing Dental Plan.

Section 3. Prescription Plan

Effective as soon as practicable following July 1, 2008, the employee co-payments will be increased to \$10.00 for generic drugs and \$15.00 for brand-name drugs. Employees' out-of-pocket prescription drug co-payments shall be eligible for the employee's submission to and reimbursement by Township's major medical carrier, subject to the restrictions of the major medical plan. The Prescription Plan shall permit employees to obtain prescription drugs through mail order without any employee co-payment, subject to the restrictions of the Prescription Plan.

Section 4. Continuation of Coverage

Retired employees covered by this Agreement who have been in the employ of the Township for twenty-five (25) years shall receive the same hospitalization, major medical, dental and prescription plans now enjoyed by active employees covered by this Agreement.

For those employees covered by this Agreement who shall retire after fifteen (15) years of service, coverage shall be continued for a period of two (2) months following date of retirement.

For those employees covered by this Agreement who may be granted maternity leave without pay, coverage shall be continued for a period of two (2) months beginning with the effective date of such maternity leave without pay.

Section 5. Premium Contributions - Omitted by consent

Section 6. IRC § 125 Plan

As soon as practicable following the full execution of this Agreement, the Township will establish an IRC § 125 Plan to provide for pre-tax deductions for employees who choose to contribute from their own compensation. Employees contributing to such Plan will be subject to the limitations and requirements of federal and state tax laws, rules, regulations and opinions. The Township will not bear any responsibility for any contributing employee's tax liability. Employees indemnify and hold the Township harmless for any losses

they sustain under the Plan as a result of non-compliance with IRS rules and regulations. The Township will not be required to make contributions on behalf of any employee beyond the employee's regular compensation.

Section 7. Health Insurance Opt-Out

Employees covered by this Agreement may opt-out of any health insurance coverages provided each such employee is covered by substantially similar insurance coverage. Such employees will be entitled to receive 25% of the then-current value of the premiums saved by the Township as a direct result of such opt-out. Prorated payments, less usual payroll deductions, will be commence thirty (30) days following the Township's receipt of a written certification that the Employee wishes to opt-out and that s/he has substantially similar insurance coverage. Employees who lose such substantially similar coverage will be entitled to re-enter the Township's insurance plans. Upon the recommencement of coverage under the plan(s), the employees will cease be eligible to receive any payments under this Section. The employee requesting such coverage shall be responsible for notifying the Township of the starting date for recommencement of coverage. The Township will not be responsible for any damages incurred by an employee who fails to provide timely notice of the need to recommence coverage. Employees will be responsible for providing required certification of coverage under the federal Health Insurance Portability and Accountability Act, commonly referred to as HIPAA.

ARTICLE VIII - LONGEVITY

All employees covered by this Agreement shall be entitled to and be paid longevity pay.

Longevity pay shall begin on the member's 5th anniversary date at the rate of 2% of employee's present year's base salary. The following scale shall be used in calculating longevity pay:

5th anniversary date	2%
10th anniversary date	4%
14th anniversary date	8%
18th anniversary date	12%
22nd anniversary date	14%

Longevity payments shall be made within sixty days of the anniversary date. Employees hired after the signing of this contract shall not be entitled to longevity.

ARTICLE IX - SICK LEAVE

Section 1.

All employees covered by this Agreement shall be entitled to seventeen (17) days per annum sick leave, which becomes immediately due on the first day of the year for each calendar year and which if not used shall be accumulated.

Upon termination of employment, all employees covered by this agreement shall be compensated for accumulated sick days at the rate of one (1) day's pay at straight time for each three (3) days through December

31, 1976, and one (1) day's pay at straight time for each two (2) days commencing January 1, 1977. In construing and applying this Article, the employee shall be deemed to have used accred oldest sick days first. No employee covered by this Agreement may accumulate more than 350 sick days leave pursuant to this Article.

The employee shall have the option at termination to designate that payment due for accumulated sick leave (and any other monetary benefit) to be paid in several annual payments rather than one lump sum.

Section 2. (Sick Time Incentive)

Commencing January 1, 1996, each employee covered by this agreement shall accumulate ten (10) hours for every consecutive six (6) months of work without sick time. Effective July 1, 2006, each employee covered by this agreement shall accumulate eleven (11) hours for every consecutive six (6) months of work without sick time. A voucher shall be submitted for each ten (10) or eleven (11) hours accumulated, as applicable, or said hours may be banked. Any sick time taken within any given month will eliminate that month as consecutive time.

ARTICLE X - GRIEVANCE PROCEDURES

Section 1. Purpose

- A. The purpose of this procedure is to insure the prompt resolution of grievances arising under this Article and to provide an exclusive mechanism for the settlement of employee grievances.
- B. No resolution of any grievance under this Article shall add to, subtract from or modify any terms of this Agreement.
- C. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limit prescribed hereunder, 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 limit prescribed 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 for processing a grievance. Any arbitrator appointed pursuant to Step 4 below shall be without authority to extend any time limits set forth in this Article in the absence of a fully executed written agreement between the parties agreeing to extend such time limits.
- D. Where disciplinary proceedings have been instituted, the grievance procedure shall not be available during the pendency of such disciplinary proceedings for issues arising out of the subject matter of the charges. Any issues finally determined or resolved during or in the course of a disciplinary proceeding shall be considered a final disposition as to those issues for the purpose of any subsequent grievance.

- E. No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other matter except for just cause.

Section 2. Definitions

- A. A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violation (alleged or otherwise) of any provision of this Agreement, or administrative decision affecting employees, or the application of any rule, regulation, ordinance and/or statute which actually affects working conditions.
- B. A "grievant" is defined as any bargaining unit employee or party to this Agreement who has a grievance as defined herein. The Union may file a grievance on behalf of any injured or unavailable employee and may file a class grievance on behalf of two or more employees if the grievance involves common issues of fact and law.
- C. Minor disciplinary action (as defined by the rules and regulations of the New Jersey Department of Personnel) and which is reduced to writing shall be subject to the grievance procedure under this Article.
- D. A "written grievance" shall comply with the following criteria.
- a. It shall set forth the name of the employee(s) and/or party alleged to be aggrieved.
 - b. It shall set forth the date of the occurrence or event giving rise to the grievance.
 - c. It shall set forth a concise statement of the facts giving rise to the grievance.
 - d. It shall state the specific provision(s) of the Agreement, rule(s), regulation(s) and/or statute(s) which form the basis of the grievance.
 - e. It shall attach all documents relevant to the grievance which are in the grievant's possession.
 - f. It shall set forth the specific relief requested.

Section 3. Steps of Grievance Procedure

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement, with the exception of major disciplinary action or other matters which are cognizable under the New Jersey Department of Personnel rules and regulations, which may only be submitted for resolution, if any, in accordance with those New Jersey Department of Personnel rules and regulations. The steps of the grievance procedure shall be followed in their entirety unless any step is waived by mutual consent in writing.

Step 1. The grievant shall first discuss a potential grievance with the shop steward or the Union Business Agent. The grievant shall informally discuss a grievance with the employee's immediate supervisor in an attempt to resolve the grievance amicably. If the grievance is not amicably resolved, in order to be processed the grievance must be reduced to writing, signed by the grievant and submitted to the Department Head within five (5) working days after the grievant knew or should have known of the existence of the grievance. The

Department Head will provide a written response to the grievant and the Union Business Agent within fifteen (15) working days of the date of submission of the grievance.

Step 2. In the event the grievance is not resolved at Step 1, in order to appeal the decision at Step 1, the grievant must file the complete written grievance with the Mayor, with a copy being filed with the Township Clerk, within fifteen (15) working days from the date the Step 1 written response was received or should have been received. The Mayor, at her/his option, may, within fourteen (14) calendar days conduct an informal hearing regarding the grievance. The Mayor shall submit a written response to the grievant and the Union Business Agent within fifteen (15) calendar days of the date of the submission of the complete grievance to the Mayor.

Step 3. In the event the grievance is not resolved at Step 2, in order to appeal the Step 2 response, the grievant and the Union, or the Union only if the Union is the only grievant, must file a written demand for "non-binding mediation under contract" with the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey within fifteen (15) calendar days from the date the Step 3 answer was received or should have been received. A copy of the demand for "non-binding mediation under contract" shall be simultaneously filed with the Township Clerk, Mayor, and the Township Attorney. Any demand for "non-binding mediation under contract" shall have a copy of the grievance attached. The selection of a mediator and the conduct of the mediation shall be pursuant to the rules and regulations of the New Jersey State Board of Mediation then in effect. The costs for the services of the mediator, if any, shall be shared equally by both parties. All other expenses, including, but not limited to, the presentation of witnesses and attorney's fees shall be paid by the party incurring same. All mediation proceedings will be conducted at a mutually agreeable date, time and place and will be conducted in an informal manner without formal testimony. The parties may request that the mediator issue a non-binding recommendation for settlement within thirty (30) calendar days of the date of the proceeding which shall not be admissible in any subsequent legal or arbitral proceeding. The mediation proceeding shall be deemed closed as of the conclusion of the last meeting conducted by the mediator or upon the mediator's delivery to the parties of any written recommendation if such a written recommendation was requested by the parties.

Step 4. Provided that the grievance does not involve major discipline as defined by the Civil Service laws and regulations, and is not subject to an alternate statutory appeal mechanism, as defined in the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-5.3 and that the grievance is subject to arbitration as provided above, in the event the grievance is not resolved at Step 3, in order to appeal the Step 2 response, or the Township's decision resulting from Step 3, the Union, must file a written demand for binding arbitration with the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey within fourteen (14) calendar days from the date the conclusion of the mediation proceeding as set forth in Step 3 above. A copy of

the demand for binding arbitration shall be simultaneously filed with the Township Clerk, Mayor, and the Township Attorney. Any demand for binding arbitration shall have a copy of the grievance attached. The selection of an arbitrator and the conduct of the arbitration hearing shall be pursuant to the rules and regulations of the New Jersey State Board of Mediation then in effect. The costs for the services of the arbitrator, if any, shall be split between the parties. All other expenses, including, but not limited to, the presentation of witnesses and attorneys' fees shall be paid by the party incurring same. All arbitration proceedings will be conducted at a mutually agreeable date, time and place.

The arbitrator so selected shall hear the dispute at a mutually agreeable date, time and place. The decision of the arbitrator shall be final and binding and shall be in writing setting forth findings of fact, reasons and conclusions on the issues submitted.

No one arbitrator shall have more than one grievance submitted to him/her, and under consideration by him/her, at any one time unless the parties otherwise agree in writing. A grievance shall be deemed under the consideration by an arbitrator until he/she has rendered a written decision which shall be issued within thirty (30) days from the close of the hearing.

In the event of the submission of any matter for arbitration as herein provided, the arbitrator shall be limited solely to resolving the issue(s) submitted to him/her and shall have no right, power or authority to alter, modify, delete or contradict the terms of this Agreement or to impose upon the parties any obligation or liability not expressly assumed by the parties under the provisions of this Agreement; nor may the arbitrator deprive the parties of any right reserved, expressed or implied, by them for their benefit hereunder.

The party initiating arbitration who subsequently withdraws the grievance from arbitration or otherwise discontinues the arbitration proceeding shall be deemed to have done so with prejudice and may not thereafter invoke the grievance procedure as to the same matter except by written consent of the other party.

ARTICLE XI - PENSION BENEFITS

All permanent employees (as determined by the State Department of Personnel) covered by this Agreement shall be covered by pension benefits in accordance with the statutes of the State of New Jersey and the ordinances of the Township of Hillside, New Jersey.

ARTICLE XII - SEVERANCE PAY

All employees in the bargaining unit covered by this Agreement who have been employed by the Township for not less than three (3) years upon termination of employment with the Township shall be compensated for each year of employment with the Township as follows:

- A. From three (3) to fifteen (15) years of employment with the Township, one (1) day's pay at straight time for each year of employment.

- B. Fifteen (15) years or more of employment with the Township, two (2) days' pay at straight time for each year of employment commencing with the first year.

At the option of each employee, compensation for severance pay shall be made in time or by payment of money.

ARTICLE XIII - ESTATE BENEFITS

In the event that the employee dies during the life of this Agreement, his/her estate shall be entitled to the following benefits which have accumulated and are unused at the time of employee's death:

- A. Vacation Time
- B. Holiday Time
- C. Overtime
- D. The difference in rate of pay at the beginning of the year and that which is agreed upon by contract during the year up until and including date of death.
- E. Earned wages
- F. Accrued longevity pay
- G. Earned sick time
- H. Earned severance pay
- I. Banked Time

Any employee covered by this Agreement who retires shall receive all benefits in full to the date of retirement.

ARTICLE XIV - LAYOFFS

The Township in making any layoffs will abide by Civil Service laws, rules and regulations.

ARTICLE XV - MANAGEMENT'S RIGHTS

Section 1.

The Township, subject to the provisions of this Agreement, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by laws and constitution of the State of New Jersey and of the United States, including, but without limitation and generality of foregoing, the following rights:

1. The executive management and administrative control of the Township government and its properties and facilities, and activities of its employees.
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and to promote employees.
3. To suspend, demote, discharge or take any other disciplinary action for good and just cause according to law.

Section 2.

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under Title 40A or Title 11A of the New Jersey Statutes or other national, state, county or local laws or ordinances.

ARTICLE XVI - NO STRIKE PLEDGE

Section 1.

The employee's covenant and agree that during the term of this Agreement neither the employees nor any person acting on their behalf will cause, authorize, condone or support, nor will any members take part in any strike. The employees agree that such strike would constitute a material breach of this Agreement.

Section 2.

The employee shall not encourage any of their members or persons acting on their behalf to take part in any strike.

Section 3.

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such administrative or judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the employees, its members, or any person acting on their behalf.

ARTICLE XVII - SEPARABILITY AND SAVINGS

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement, or any application thereof, to any employee, or group of employees is held to be invalid by operation of law or by a Court or the Public Employment Relations Commission, such provision shall be inoperative but all other provisions shall not be affected thereby, and shall continue in full force and effect.

ARTICLE XVIII - INCENTIVE TIME

Each employee covered by this Agreement shall receive thirty-five (35) hours of incentive time annually. This benefit shall be added to the base salary of all employees covered by this Agreement.

This article has been negotiated and agreed to by the parties upon the further understanding and agreement that no employee covered by this Agreement shall be entitled to apply for or make any demand whatever for reimbursement for damage to clothing or other personal property received during the course of performance of the employee's duties, nor shall any employee be entitled to overtime compensation for any work performed between fifteen (15) minutes before and fifteen (15) minutes after the employee's regular work day.

ARTICLE XIX - AGENCY SHOP AND DUES DEDUCTION

Section 1.

Whenever any bargaining unit member shall indicate in writing to the Township Treasurer his desire to have deductions made from his compensation for the purpose of paying the employee's dues to the Union, the Township Treasurer shall make such deduction from the compensation of such employee and the Treasurer shall transmit the sum so deducted to the Union.

Any such written authorization may be withdrawn by the employee at any time by filing of notice of such withdrawal with the Township Treasurer. The filing of notice of withdrawal shall be effective to halt deductions as of January 1st or July 1st next succeeding the date on which notice of withdrawal is filed.

Section 2.

Any employee in the bargaining unit who does not join the Union within 30 days from the date of execution of this Agreement, or any new employee who does not join the Union within 30 days of initial employment with the bargaining unit, and any employee previously employed within the unit who returns and who does not join the Union within 10 days of re-entry into employment within the unit shall pay a representation fee in lieu of dues to the Union by payroll deduction. The representation fee shall be in the amount equal to no more than 85% of the regular Union membership dues, fees, and assessments as certified to the Township by the Union. The Union may revise its certification of the amount of the representation fee upon 60 days written notice to the Township to reflect changes in the regular Union membership dues, fees and assessments.

In order for this section to become effective, the Union must provide to the Township and to employees referred to above, sufficient evidence that it has complied with the statutory requirement of establishing an internal procedure for non-members who seek to challenge the appropriateness of the representation fee. The Union shall comply with Chapter 477 of the Public Laws of 1979 in all respects.

Section 3.

The Union will provide the necessary "check-off Authorization" form and deliver the signed forms to the appropriate officers. With respect to both dues deductions, representation fee deductions, and the "demand and return" procedure described in Section 2, the Union shall indemnify, defend, and hold the Township 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 Township pursuant to the above provisions concerning dues deductions, representation fee deductions, and "demand and return" procedures.

ARTICLE XX - TERM AND RENEWAL

The term of this Agreement shall be for the period beginning July 1, 2013 and ending June 30, 2017, and from year to year thereafter, subject to a written notice from either party to the other of the desire to change or amend this Agreement.

DATED:

ATTEST:

Concise C. Alessari

Township Clerk

TOWNSHIP OF HILLSIDE

By:

Angela R. Garretson

Angela R. Garretson, MPA Mayor

LOCAL 255, UNITED SERVICE WORKERS UNION, IUJAT (Clerical Unit)

ATTEST:

Janet Sw

By: Hope M. Smith
Hope M. Smith, President

By: Edward Kahn

Edward Kahn, Business Agent