

Revised: October 12, 2005

AGREEMENT
BETWEEN
THE
BOROUGH OF HIGHLAND PARK
MIDDLESEX COUNTY, NEW JERSEY

AND

BOROUGH OF HIGHLAND PARK
DEPARTMENT OF PUBLIC WORKS ASSOCIATION

JANUARY 1, 2004 THROUGH DECEMBER 31, 2008

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PREAMBLE

THIS AGREEMENT made the _1_ day of January 2004, between the BOROUGH OF HIGHLAND PARK (hereinafter referred to as the "Borough") and BOROUGH OF HIGHLAND PARK DEPARTMENT OF PUBLIC WORKS ASSOCIATION (hereinafter referred to as the "Association"), represents the complete and final understanding on all bargainable issues between the Borough and the Association.

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

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

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

ARTICLE I

RECOGNITION

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

ARTICLE II

ASSOCIATION REPRESENTATIVES

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

B. Association officers, representatives and/or shop stewards shall have the right to enter upon the premises of the Borough during working hours for the purposes of conducting normal duties relative to the enforcement of this agreement, provided reasonable advance notice and approval is given and so long as such visits do not interfere with proper service to the public, or the normal duties of the employees. Approval shall not be unreasonably denied.

C. It is agreed that the Association will furnish to the Borough a list of duly elected or appointed Association officers, representatives and shop stewards within ten (10) days after election or appointment each year.

D. An Association officer, representative and/or shop steward may arrange to check time cards and time sheets at reasonable times, upon reasonable notice and approval, which shall not be unreasonably denied.

E. Although the Association has the right to include whomever it desires on its negotiating team, no more than three (3) Association members will be granted time off from work without loss of pay to attend negotiating sessions during working hours. Any Association members taking part in negotiations during non-working time shall not be compensated by the Borough.

F. If a grievance and/or other Association business become necessary to conduct with the Borough Administrator or his designee, then the President and/or one (1) Shop Steward will be permitted to participate during regular business hours.

ARTICLE III

DUES CHECK-OFF

A. The Borough shall deduct Association dues from the earnings of each Association member provided the employee executes a written authorization for such dues deduction, and provided the Association furnishes said authorization to the Borough fifteen (15) days prior to the employee's payday. The Borough shall deduct the sum of seven dollars (\$7.00) from each member's paycheck for a total sum of three hundred thirty-six dollars (\$336.00) per year or such other sum as is approved by the Association from time to time in its sole discretion. The Borough shall continue to deduct said dues until an employee properly resigns as a member of the Association in accordance with the Association's by-laws and properly written notice thereof is sent to the Borough by the Association.

B. The Borough shall deduct a representation fee in lieu of dues from each employee who is not a member of the Association but who is covered by this Agreement. The Borough shall deduct the sum of five dollars and ninety-five cents (\$5.95) from each of the non-member employee's paychecks, or a total sum of two hundred eight-five dollars and sixty cents (\$285.60) per year or such other sum in the amount of eighty-five (85%) percent of the Association dues as is approved by the Association, in its sole discretion, from time to time.

ARTICLE IV

HOURS OF WORK

A. Employees shall work eight (8) hours per day, forty (40) hours per week, plus one-half hour (1/2) for lunch.

B. 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.

ARTICLE V

OVERTIME

A. Employees scheduled/requested to work beyond their regularly scheduled work week shall be paid at the rate of time and one-half (1-1/2) in pay except where otherwise agreed to in this contract.

B. Employees requested to work overtime on Sunday, or on the seventh work day in their regularly scheduled work week, shall be paid at the rate of two (2) times in pay effective after the signing of this agreement.

C. In 1985 and later, employees requested or scheduled to work any holiday included in Section XII shall be paid their regular day's pay plus an additional rate of two (2) times in pay.

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

F. Overtime shall be distributed, in so far 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 relate to contiguous overtime where the job must be completed.

G. In the event an employee completes his or her regularly scheduled work and, after leaving the Borough's premises, is called to return to work, said employee shall be paid the applicable overtime compensation. In the event an employee is called to return to work on any holiday included in Article XII, or between the hours of 12:00 a.m. and 6:00 a.m. on any day, the employee shall be paid for a minimum of four (4) hours at straight time of work regardless whether said hours are actually worked, so long as said recall is not contiguous with the employee's regular work schedule. 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 of whether said hours are actually worked, so long as said recall is not contiguous with the employee's regular work schedule. If an employee is called in at 12:00 a.m. and works until start of normal shift starting at 6:30 a.m., the employee will be paid at time and one-half their regular hourly rate. If called in between 12:00 a.m. and 6:30 a.m. and through two (2) hours of "regular" work time will be at time and a half. If called in at 2:00 a.m., four (4) hours of time and a half and four (4) hours of "regular" time at time and a half. Call back less than four (4) hours prior to regular time will have no carry-over of time and a half into regular time. Eight (8) hours of work prior to regular work day hours will be at time and a half, as will be regular work hours.

H. The minimum call out period for the General Foreman will be reduced to one (1) hour of regular time (in other words, time and one-half (1-1/2) of regular rate.

I. There shall be no pyramiding of overtime pay.

ARTICLE VI

WAGES

A. Effective January 1, 2004 to December 31, 2004, all full-time employees will receive a three point two five percent (3.25%) increase over their December 31, 2003 base salary.

B. Effective January 1, 2005 to December 31, 2005, all full-time employees will receive a three point three five percent (3.35%) increase over their December 31, 2004 base salary.

C. Effective January 1, 2006 to December 31, 2006, all full-time employees will receive a three point four-five percent (3.25%) increase over their December 31, 2005 base salary.

D. Effective January 1, 2007 to December 31, 2007, all full-time employees will receive a three point five percent (3.5%) increase over their December 31, 2006 base salary.

E. Effective January 1, 2008 to December 31, 2008, all full-time employees will receive a three point five percent (3.5%) increase over their December 31, 2007 base salary.

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

ARTICLE VII

WAGE INCREASE ELIGIBILITY

A. All employees in this bargaining unit being carried on the Borough's payroll on January 1, 2004, or who commence employment on or after that date and all employees on approved leaves of absence shall receive the wage increase with the following exceptions:

1. All wage increase hereunder shall be retroactive to January 1, 2004, or in the case of employees hired after January 1, 2004, retroactive to date of hire.

2. Employees who sever employment, or who are terminated for cause by the Borough prior to the execution of this Agreement, shall not be included in the wage increase, with the exception of retirees and deceased employees (in which case payment shall be made to his/her estate).

3. Any employee who is laid-off pursuant to Article XXVI of this Contract shall be eligible to receive increases retroactive to January 1, 2004, or in the case of employees hired after January 1, 2004, retroactive to the date of hire through the last date of employment.

ARTICLE VIII

NEW EMPLOYEES

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

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

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

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 July 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.

ARTICLE IX

PROMOTIONS AND MERIT INCREASES

A. No later than January 1 of each calendar year, the Department Head and Borough Administrator shall evaluate all employees for job performance and shall provide a copy of same to said employee. The evaluation procedure and process will be established by the Borough Administrator with the consent of Council.

B. 1. Any employee hired before January 1, 1994 who in the sole discretion of the Borough Administrator receives a favorable job evaluation shall be eligible to receive a 50 cent hourly increase. In no event, however, will said employee be eligible to receive an increase which yields a higher hourly salary than provided in the highest step of the job classification for that employee as provided for in Schedule A. In no event shall an employee be eligible for a merit increase once he has reached the highest step within his job classification as provided in Schedule A.

2. In the event an employee hired before January 1, 1994 receives a promotion pursuant to paragraphs D & E of this Article, then that employee shall be eligible for an annual one step merit increase within his job classification as provided in Schedule A.

C. Employees hired after January 1, 1994 who in the sole discretion of the Borough Administrator receives a favorable job evaluation shall be eligible for a 1 step increase within his job classification as provided for in Schedule A. In no event shall an employee be eligible for a merit increase once he has reached the highest step within his job classification as provided for in Schedule A.

D. A promotion shall be defined as follows: Advancement to a new job classification.

E. Any promotion into a new job classification will only be that step which is necessary to provide the employee with an increase in wages.

F. Any increase under this Article shall not be effective until January 1, 2004 and will be reflected in the first pay cycle after January 1 of each calendar year.

G. All vacancies and job titles covered under this Agreement and all temporary work assignments which shall exceed thirty (30) consecutive work days (to the extent known in advance) shall be posted in writing by the Borough for a period of one week. In addition, a copy of said notice shall be given to the Association at the time of posting. In filing such vacancies, the Borough may give preference to existing employees over new employees, provided the existing employee is qualified to perform duties of the position. The Borough, in its sole discretion shall determine the qualifications of the existing employee.

ARTICLE X

LONGEVITY

A. All employees hired before January 1, 1986 shall be entitled to receive longevity payments which in any calendar year will be based upon their annual salary for that year, commencing with the completion of the fifth year of service as follows:

<u>Years of Service</u>	<u>Longevity</u>
Beginning with 6 through 10 years	2%
Beginning with 11 through 15 years	3%
Beginning with 16 through 20 years	4%
Beginning with 21 years and over	5%

B. All employees hired after January 1, 1986 shall commence longevity entitlement with the completion of the seventh (7th) year of service as follows:

<u>Years of Service</u>	<u>Longevity</u>
Beginning with 8 through 10 years	2%
Beginning with 11 through 15 years	3%
Beginning with 16 through 20 years	4%
Beginning with 21 years and over	5%

C. With the exception of Paragraph D of this Article, employees hired after January 1, 1994 shall not be eligible or entitled to receive longevity payments.

D. All employees hired before January 1, 1994, who are laid off and subsequently rehired pursuant to Article XXVI, shall be entitled to longevity payments as of the employee's original date of hire if otherwise eligible under Article X.

E. For all employees hired prior to the ratification date of the contract, a uniform longevity cap of \$1,500.00 shall apply. Employees hired after the ratification of the contract shall not be entitled to longevity.

F. Employees hired before January 1, 2980 shall be capped at their present longevity.

ARTICLE XI

MEDICAL BENEFITS

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

B. The Borough, at its sole cost and expense, shall provide to all full-time employees, and said employees' eligible families, with coverage under the dental insurance plan attached hereto.

C. All full-time employees, and said employees' eligible families, shall be covered, at the Borough's cost and expense, by a drug prescription program, effective January 1, 1989, or as soon thereafter as is feasible for implementation for all Borough employees and unions. The Borough agrees to use its good faith and due diligence to implement this program by January 1, 1989. Effective January 1, 2002, the employee co-pay shall be \$6.00 per prescription for generic drugs and \$12.00 per prescription for brand-name drugs. Whether a particular drug is considered generic or brand name will be as determined by the Borough's insurance carrier.

D. All full-time employees, their spouses and dependents under the age of twenty-one (21) years of age, shall be covered by an eyeglass replacement program at the Borough's sole cost and expense. This paragraph shall provide for reimbursement for glasses damaged or destroyed subject to the following: (1) up to two (2) reimbursements per year per family; (2) the total reimbursement for each family may not exceed the sum of \$115.00 per year; (3) the reimbursement is limited to lenses and/or frames, or contact lenses, but excludes examination fees; (4) non-prescription sunglasses and non-prescription colored contact lenses are not reimbursable; (5) furnishing of a receipt for eligible costs; and (6) an annual eye examination for each employee or family member not to exceed \$100.00 total per year.

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

F. In the event the Borough changes insurance carriers pursuant to Paragraph E or in the event the State allows employees to contribute to the "State Medical Insurance Plan", employees hired after January 1, 1996 will be responsible to contribute up to twenty-five percent (25%).

ARTICLE XII

HOLIDAYS

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

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

1. If Lincoln's Birthday and Washington's Birthday fall in the same week, employee's shall receive one (1) day for Lincoln's Birthday and one (1) floating holiday in lieu of Washington's Birthday.

2. Employee's shall receive one-half day off before a major holiday the same as Borough Hall employees so long as their daily assignments are completed.

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 a resolution of the Borough Council as a holiday for this Association.

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

ARTICLE XIII

PERSONAL LEAVE

A. Except as provided in paragraphs B, E and F, all full-time employees all employees hired on or after the effective date of this agreement shall be entitled to one (1) personal day after completion of the probationary period; two (2) personal days after completion of one year of service with the Borough; and three (3) personal days annually after completion of the second year of employment for any personal purpose, in addition to all other types of leave provided in this Agreement. Personal days may not be carried over from one calendar year to the following calendar year. Personal days may be taken on separate days or may be taken consecutively; however, the employee should give the Borough one (1) week's prior notice for each personal day to be taken, except in the event of an emergency. Personal leave may not be used to extend vacations or holidays, except in extenuating circumstances, and with thirty (30) days prior notice to the employee's Department Head and approval by the Borough Administrator. Personal leave is prorated on a monthly basis for all time served during any particular calendar year.

B. New employees shall be credited with personal leave at the conclusion of their probationary ninety (90) day employment period. Personal days shall be prorated on a monthly basis during the first calendar year of service to determine the actual amount of personal leave which may be taken by the employee. No personal days may be taken during the probationary period. Thereafter, such employee shall be credited with personal leave on January 1 of each year, subject to paragraph F.

C. All employees hired prior to January 1, 1991 shall be eligible to receive their birthday off with pay. If the birthday does not fall on a work day, the employee shall be able to take the next work day off with pay. Like personal days, this benefit is non-accumulative.

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

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

F. Any employee that terminates his/her employment with the Borough or his employment is terminated by the Borough, shall be entitled to personal time on a pro-rata monthly basis for the year in which the employee terminates his employment or his employment is terminated by the Borough.

G. 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.

ARTICLE XIV

MILITARY LEAVE

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

ARTICLE XV

BEREAVEMENT LEAVE

A. All full time employees shall receive up to three (3) paid working days leave in the event of the death of the employee's son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother, brother-in-law, sister, sister-in-law, or the employee's or his or her spouse's grandparents, grandchildren, aunts or uncles, or any other member of the employee's immediate household who have continuously resided there for at least one year prior to the date of death. For the death of an employee's spouse or child, the employee shall receive up to give (5) paid working days leave.

B. Said days shall be taken within five (5) calendar days of the date of the death, funeral or memorial service.

C. Bereavement days may be taken on separate days or consecutively and the employee shall, whenever possible, give notice for each bereavement day to be taken to the Borough Administrator or his designee one day prior.

D. It is understood and agreed by the parties that bereavement leave is separate and distinct from any other leave time.

E. If an employee is on vacation and a death occurs that is covered under Paragraph A, vacation leave shall terminate and bereavement leave shall apply.

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

G. Such bereavement leave is not in addition to any holiday or day off, falling within the time of the bereavement.

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

ARTICLE XVI

MATERNITY LEAVE

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

1. All initial applications for, and application for extensions or reductions of maternity leave shall be made in writing to the Borough.

2. 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 commence and terminate. The employee shall request maternity leave no later than the end of the fourth month of pregnancy. Such written request shall specify when the employee wishes her leave to commence and to terminate.

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

ARTICLE XVII

LEAVE WITHOUT PAY

A. 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. A written request for leave without pay must be initiated by the employee, and may be taken if favorably endorsed by the Department Head and approved by the Borough Administrator or his designee. Denial by the Borough Administrator shall proceed through the grievance procedure only. 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 leave for an additional six (6) months or a portion thereof for cause.

ARTICLE XVIII

SPECIAL LEAVE

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

ARTICLE XIX

SICK LEAVE

A. Employees hired prior to January 1, 1986, shall receive fifteen (15) sick days per year.

B. Employees hired January 1, 1986 and thereafter shall receive twelve (12) sick days per year and an additional three (3) sick days per year only if they have used up their yearly allotment. Any employee is eligible to use additional time for, and only for, the following:

1. Hospitalization provided same is not for tests;

2. Recuperation from a hospital stay as described in Sub-Item 1 above,

3. An extended illness of more than ten (10) consecutive working days. Three (3) additional days per year for hospitalization for extended illness are cumulative, but only to be used in future years as indicated above in Sub-Items 1, 2 and 3 for hospitalization and/or extended illness, and they are not eligible for any buy-out at termination, resignation or retirement from employment.

C. During the first year of employment, a new employee shall be credited with sick leave at the rate of one (1) day per month on a month to month basis until the completion of one (1) full year of employment. Upon completion of said year, a pro-rated number of sick days shall be credited at the rate of one and one-quarter (1 1/4) days per month, for employees hired before January 1, 1986, and credited at the rate of one (1) day per month for employees hired on or after January 1, 1986. Thereafter, all employees hired prior to January 1, 1986, shall be credited with fifteen (15) sick days and all employees hired on or after January 1, 1986, shall be credited with twelve (12) sick days for that calendar year on January first of that year.

D. Any employee that terminates his/her employment with the Borough or his employment is terminated by the Borough, shall be entitled to sick leave on a pro-rata monthly basis for the year in which the employee terminates his employment or his employment is terminated by the Borough. 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. An employee who has been absent on sick leave for five (5) or more consecutive work days or fifteen (15) or more total work days in a twelve (12) month period may be required to submit medical evidence substantiating the illness. In addition, the 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.

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

G. 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.

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

I. 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 all 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.

J. 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 or contributory negligence. Employees with alcoholic conditions or psychological disorders will be handled on a case by case basis.

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. If this opinion conflicts with that of the Borough's designated physician, a third physician shall be jointly designated by the Association representative and the Borough Administrator. The opinion of the physician shall be binding on both parties and shall be paid on a 50/50 basis by both parties.

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

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

K. This Article XIX applies to regular part-time employees and full-time employees. Temporary and seasonal employees are not entitled to sick leave compensation.

L. Employees shall not be allowed to work and endanger the health and well being of themselves 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 him/her or other employees. If this opinion conflicts with that of the Borough's designated physician, a third physician shall be jointly designated by the Association representative 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.

M. On February 15 of each year, the Borough shall furnish to each employee a written record of the employee's sick days used, sick days unused and total accumulated unused sick days. Employees shall have one month to return a signed-off copy.

N. In charging an employee with sick leave, at least one-half (1/2) working day shall be charged even if there is a shorter absence from work.

O. Sick leave shall not be allowed for ordinary dental care, nor for any other professional service that may be normally

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

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 no 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 denial of sick leave for the absence and may constitute cause for disciplinary action for the second and subsequent occurrences in 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. Habitual tardiness may be cause for discipline up to and including discharge.

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 engaged 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.

T. A sick call on the day before and day after weekends or holidays will require a doctor's note after the third time in any year.

U. Sick days shall accrue on a pro-rata monthly basis. Any month in which an employee is absent for more than fifty (50.0%) percent of his or her scheduled work days in any given month due to disciplinary suspension or leave of absence without pay, said employee shall not accrue any sick leave for that month. The term "leave of absence without pay" shall not include contractual time off not mentioned in this section (i.e. sick leave, vacation leave, holidays, personal leave, injury leave, etc.).

ARTICLE XX

ACCUMULATED SICK TIME PAY OFF

A. All employees hired prior to January 1, 1986, shall be entitled to receive a lump sum payment as supplemental compensation which sum shall be computed at the rate of one-quarter ($1/4$) of the employee's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of last day of employment, based upon the average compensation received during the last twelve months of active employment prior to the last date of employment. No employee need "retire" from the service of the Borough or "retire" within the meaning of PERS in order to receive this benefit. An employee shall not be entitled to compensation for accumulated sick time if the employee is terminated by the Borough for cause.

B. All employees hired after January 1, 1986 shall be entitled to receive a lump sum payment as supplemental compensation as set forth in Sub-Paragraph A, but based upon the following formulas:

1. 0 to completion of one year - no payment.
2. Completion of one year to completion of second year - $1/8$ of employee's daily rate for each day of earned and unused sick leave accumulated.
3. Completion of second year to completion of fourth year - $1/7$ of employee's daily rate.
4. Completion of fourth year to completion of fifth year - $1/6$ of employee's daily rate.
5. Completion of fifth year to completion of seventh year - $1/5$ of employee's daily rate.
6. Completion of seventh year forward - $1/4$ of employee's daily rate.

7. Notwithstanding numbers 1-5 above, employees discharged for cause within first five years of employment shall not be eligible for this benefit.

C. Employees hired after August 1, 1981, shall be entitled to receive accumulated sick time payoff under the formula in Paragraph A or Paragraph B, up to a maximum sum of Two Thousand Five Hundred Dollars (\$2,500.00) for each such employee.

D. Employees hired on or after January 1, 1980, but on or before August 1, 1981 shall be entitled to receive accumulated sick time payoff under the formula specified in Paragraph A, up to a maximum of accumulated sick time payoff of Four Thousand Dollars (\$4,000.00) for each such employee.

E. Employees hired prior to January 1, 1980, shall be entitled to receive accumulated sick time payoff under the formula specified in Paragraph A or Paragraph B, up to a maximum of Eight Thousand Dollars (\$8,000.00) for each such employee.

F. Each employee must give at least one (1) months notice before retirement or resignation. Failure to give timely notice shall result in forfeiture of benefits under this Article unless the employee has substantial medical reasons.

G. As used in this Article, "employee's daily rate" means the employee's regular hourly rate multiplied by eight (8).

ARTICLE XXI

WORK INCURRED INJURY LEAVE

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year. In the event an employee is granted said injury leave, the Borough's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the Borough. At the Borough's option, the employee shall either surrender or deliver his entire salary payments, or the Borough shall pay the difference.

2. If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. When an employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Borough's Workers' Compensation carrier, with the final determination, if necessary, to be made by the Workers' Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and, if necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, he or she shall be advanced sick time to cover the absence. If the employee leaves the employ of the Borough prior to reimbursing the Borough for such advanced time, the employee shall be required to reimburse the Borough for such advanced time.

C. Any employee who is injured, whether slight or severe, while working, must make an immediate report, in writing, within two (2) hours thereof or as soon thereafter as possible to the Department Head or his designee.

D. It is understood that the employee must file an injury report with the Department Head or his designee so that the Borough may file the appropriate Workers' Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

E. If the Borough can prove that an employee has filed a false claim under this Article, the employee will be subject to disciplinary action by the Borough.

F. The duty of the Borough to supplement an employee's Workers' Compensation benefits which is sustaining an employee at the regular rate of compensation shall terminate as a result of any of the following:

1. Upon the employee returning to work;

2. If Workers' Compensation Benefits to employees are terminated;

3. The employee refuses or maintains he is unable to return to work, except if the Borough appointed physician certifies the employee fit to return to duty, and the employee disputes the determination of the Borough appointed physician. Then the Borough and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the Borough and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

ARTICLE XXII

JURY LEAVE

A. Should an employee be called to serve as a juror, he or she shall receive full pay from the Borough for all time spent on jury duty. Any pay received by the employee from the court for serving as a juror shall not be deducted from the employee's regular pay.

B. If the jury compensation is increased by the State after the execution of this Agreement, then the Borough and the Association shall reopen negotiations on the issue of whether employees shall reimburse the Borough in whole or in part for the compensation received for serving as a juror.

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

D. An employee is not eligible for benefits under this Article if the employee has voluntarily sought jury service.

E. An employee shall submit a form indicating the time served on jury duty and the compensation received for such service.

F. If on any given day an employee is serving as a juror, and he or she is released by the Court prior to 1:00 p.m., if serving in New Brunswick, or prior to 11:00 a.m., if serving in any location other than New Brunswick, that employee shall return to work no later than 2:30 p.m. that day in order to receive pay for that day.

ARTICLE XXIII

BREAKS

A. Each employee shall be entitled to one (1) ten (10) minute break between 9:30 a.m. and 10:30 a.m. and one (1) ten (10) minute break between 1:30 p.m. and 2:30 p.m. In addition, each blue collar employee shall be entitled to two (2) five (5) minute wash-up periods, one at lunch time and one at the end of the work day.

B. Each employee shall be entitled to a one half-hour (1/2) lunch break, usually 11:30 a.m. and 12:00 p.m.

ARTICLE XXIV

VACATIONS

A. 1. All employees hired before January 1, 2001 shall be granted vacation leave based upon the following schedule:

<u>Completed Years of Service</u>	<u>Amount of Vacation During Each Year of Service</u>
Less than one year	one working day for each two months of service
One Year	10 working days
Five Years	11 working days
Six Years	12 working days
Seven Years	13 working days
Eight Years	14 working days
Nine Years	15 working days
Ten Years	16 working days
Eleven Years	17 working days
Twelve Years	18 working days
Thirteen Years	19 working days
Fourteen Years	20 working days
Fifteen Years	21 working days
Sixteen Years	23 working days
Seventeen Years	25 working days

2. All employees hired on or after January 1, 2001 shall be entitled to vacation leave based upon the following schedule:

<u>Completed Years of Service</u>	<u>Vacation Days</u>
Less than one (1) year	One (1) working day For each two (2) months of service
One (1) year	Ten (10) working Days
Five (5) years	Twelve (12) working days
Ten (10) years	Fifteen (15) Working days
Fifteen (15) years	Twenty (20) working days

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

C. After completion of five (5) full years of service, with 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. Such permission shall not be unreasonably withheld by 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 February 1 of each year, all employees shall advise their Department Head of their first and second choice, if any, for vacation during the period May 15 through November 15 of that year. On or before September 1, all employees shall advise their Department Head of their first or second choice, if any, for vacation for the period November 15 of that year through May 15 of the following calendar year. Conflicts shall be determined by seniority and the needs of the 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.

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

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

H. On March 1 of each year, the Borough shall furnish to each employee a written summary of the employee's vacation days used, vacation days unused and total accumulated unused vacation days. The employee shall return a signed copy of this written form indicating his or her acceptance or disagreement with the Borough's record within thirty (30) days of receipt.

I. Any employee that terminates his employment with the Borough, or his employment is terminated by the Borough, shall be entitled to vacation time and/or vacation pay on a pro-rata monthly basis for the year in which the employee terminates his employment or whose employment is terminated by the Borough.

J. Vacation days shall accrue on a pro-rata monthly basis. Any month in which an employee is absent for more than fifty (50.0%) percent of his or her scheduled work days in any given month due to disciplinary suspension or leave of absence without pay, said employee shall not accrue any vacation for that month. The term "leave of absence without pay" shall not include contractual time off not mentioned in this section (i.e. sick leave, vacation leave, holidays, personal leave, jury leave, injury leave, etc.)

ARTICLE XXV

GRIEVANCE PROCEDURE

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

B. Grievances shall be processed in the following manner:

Step 1: The Association through its authorized Association representative or shop stewards, shall present the employee grievance or dispute to the employee's immediate supervisor, in writing, within ten (10) working days of its occurrence or within ten (10) working days after the employee knew, or should have known, of its occurrence. The immediate Supervisor shall attempt to adjust the matter and shall respond to the employee and the authorized Association representative and/or shop steward within three (3) working days thereafter.

Step 2: If the grievance has not been adjusted, it shall be presented in writing by the Association Grievance Committee to the Department Head within five (5) working days after the date the immediate supervisor's response is due in Step 1. The Department Head shall respond to the Association Grievance Committee, in writing, within five (5) working days thereafter.

Step 3: If the grievance still remains unadjusted, it shall be presented by the Association Grievance Committee to the Borough Administrator or his designee in writing, within seven (7) working days after the response of the Department Head is due in Step 2. The Borough Administrator or his designee shall respond in writing, to the Association Grievance Committee within ten (10) working days thereafter. At the time the grievance is presented by the Association Grievance Committee to the Borough Administrator or his designee, the Association Grievance Committee may request a meeting with the Borough Administrator or his designee within five (5) days after the request for said meeting and no decision shall be issued by the Borough Administrator or his designee 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.

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

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

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

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

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

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

6. Only one issue at a time may be submitted for consideration by a single Arbitrator.

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

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

E. Upon prior notice to and with the authorization of the Borough Administrator, one designated 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 limits 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 thereunder, 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 the grievance at any step in the grievance procedure.

ARTICLE XXVI

LAYOFFS

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

B. In all cases, the Borough shall provide 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 rehire for any vacancies for which they are qualified (as determined by the Borough) at the discretion of the Borough. Such employees, is so qualified, shall be given preference over new employees. The employees shall remain on the recall list for a period of one (1) year.

ARTICLE XXVII

PART TIME EMPLOYEES

A. Part-time employees means employees who regularly work less than thirty-five (35) hours per week. There shall be no benefits for part-time employees.

ARTICLE XXVIII

RIGHTS AND PRIVILEGES OF THE ASSOCIATION

A. The Borough agrees to make available promptly to the Association all existing public information concerning the Borough of Highland Park, including but not being limited to the financial resources of the Borough of Highland Park, which may be necessary for the Association to process any grievance, unfair practice charge, arbitration or complaint. All such information shall be updated upon request. All requests shall be made through the Borough Administrator.

B. Whenever any representative of the Association or any employee is mutually scheduled by the Borough and the Association to participate during working hours in contract negotiations, grievance procedures, arbitration hearings, unfair practice charges, or other PERC hearings, PERC conferences or PERC meetings, the employee shall suffer no loss in pay.

C. 1. The Association shall have free and unrestricted use of two (2) bulletin boards which shall be provided by the Borough for its exclusive use. There shall be one bulleting board in Borough Hall and one in the Department of Public Works.

2. Such bulletin board space shall be used by the Association for posting of notices and bulletins pertaining to Association business and activities only.

3. No matter may be posted by an employee without receiving express permission of the officially designated Association representative and may removed by the Borough if deemed appropriate, but only after the Borough first consults with the Association representative.

ARTICLE XXIX

PERSONNEL FILES

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

ARTICLE XXX

EMPLOYEE EXPENSES

A. 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 XXXI

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.

B. The Borough shall provide all necessary safety equipment, and the employee shall utilize such equipment.

C. 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 all unions and the Borough and at least one (1) representative from Department of Public Works Association, plus the Borough Administrator as ninth member and Chairman.

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

F. All written safety rules and regulations promulgated by the Borough Administrator and the Department Head must be complied with. Failure to do so will subject the employee to disciplinary action.

ARTICLE XXXII

MEAL REIMBURSEMENT

A. 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 for breakfast, \$10.00 for lunch and \$15.00 for dinner.

ARTICLE XXXIII

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, as amended from time to time, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough Government and its properties and facilities.

2. To decide the number of employees needed for any particular time except where questions of employee safety are involved and to be in sole charge of the quality and quantity of the work required.

3. To hire all employees, whether permanent, temporary, or seasonal; to promote, transfer and assign according to law or to retain employees in positions with the Borough.

4. To set rates of pay for temporary and seasonal employees.

5. To suspend, demote, discharge, or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

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

ARTICLE XXXIV

MAINTENANCE OF WORK OPERATIONS

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

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

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

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

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

ARTICLE XXXV

COMPUTATION ERRORS

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

ARTICLE XXXVI

TEMPORARY WORK ASSIGNMENT

A. Employees assigned to fill higher level positions on a temporary basis shall be paid at the rate of the minimum of the higher level position or shall receive an increase of \$250.00 over their 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) calendar days.

ARTICLE XXXVII

CLOTHING AND UNIFORMS

A. The Borough shall continue to provide all clothing and uniforms in accordance with the existence practice on the date hereof, except as follows:

1. Each member of the Public Works Department shall receive at the Borough's option either eleven (11) sets of rented uniforms with once a week pickup and delivery or five (5) sets of rental uniforms with twice a week pickup and delivery, to be laundered and maintained by the Borough's vendor. The Borough shall also provide all employees with a winter coat on or before October 1 of each even numbered year and either one orange thermal hooded zipper sweatshirt or two orange pullover non-thermal crewneck sweatshirts each odd numbered year.

2. All clothing and uniforms, whether furnished in accordance with prior practice or by reason of this Agreement, shall be replaced as needed by the Borough, at its sole cost and expense, and in the Borough's discretion, which shall be reasonably exercised provided that employees shall be entitled to wear, under regulations promulgated by the Borough, short-sleeve uniform T-shirts, of a type and bearing a logo approved in advance by the Borough, which T-shirts shall be paid for by Association or its members.

3. Each employee shall receive both summer and winter safety boots.

4. Each employee will be provided with rain gear and gloves as needed. The employees agree to take all reasonable care with everything provided.

B. All uniforms and equipment must be returned prior to termination, except for boots.

ARTICLE XXXVIII

DISCIPLINE

A. The Borough shall have the right to suspend or discharge an employee for good cause, upon written notice to the employee and the Association, which shall contain a statement of the reasons, therefore, unless circumstances require immediate action.

B. In a case requiring immediate action, written notification shall be accomplished after such suspension or discharge.

C. 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.

ARTICLE XXXIX

EXCEPTIONS TO BARGAINING DUTY

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

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

C. The Borough shall continue to bargain with the Association in all respects as required by law or by this Agreement. It is further expressly understood and agreed that

the hours of work of any present employee serving in any job title included on Schedule A shall not be altered without prior bargaining with the Association.

ARTICLE XL

EMPLOYEE TIME CLOCK

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

ARTICLE XLI

JOB DESCRIPTIONS

A. When job descriptions are prepared by the Borough, copies will be distributed to the individual employee and the Association representative at least fifteen (15) days prior to the effective date of the job descriptions.

B. No later than ninety (90) days after the execution of this Agreement, the Borough will provide job descriptions to all employees covered by this Agreement.

ARTICLE XLII

FRACTURING

A. The smallest fraction of a day permitted for personal/sick/vacation/compensatory time allowed will be one half (1/2) day as follows:

1. Employees with up to fifteen (15) days vacation per year must take at least one (1) week (five (5) days) vacation unfractured. In other words, one (1) week must be taken as a whole and anything over one (1) week may be taken in half (1/2) days.

2. Employees with fifteen (15) or more days of vacation per year must take ten (10) days vacation in segments of five (5) days at one time. Two (2) five (5) day segments may be taken consecutively.

3. The procedure will be implemented January 1, 1987 and any current balances will be rounded off as follows:

a. Any partial day, consisting of from zero (0) to one (1) hour twenty-nine (29) minutes will become zero (0) days.

b. Any partial day consisting of from one and one-half (1 1/2) hours to four (4) hours fifty-nine (59) minutes will become a half (1/2) day.

c. Any partial day consisting of from five (5) hours to seven (7) hours will become a full day.

ARTICLE XLIII

PROBATIONARY EMPLOYEES

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

1. 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.

2. During the probationary period of employment, such an employee shall only be entitled to the following benefits: holiday pay pursuant top Article XII, bereavement leave pursuant to Article XV, worker's compensation pursuant to State Statute, and sick days as set forth below.

3. 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 not, 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.

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

5. Union dues deductions or representation fee in lieu of dues will be made during the probationary period, in accordance with the provisions of Article III.

6. A probationary employee shall be enrolled in the medical and dental insurance program on the first day of the month following sixty (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 XLIV

PAYROLL ADJUSTMENTS

A. If the Borough pays an employee a sum less than that to which he or she is entitled, then reimbursement shall be made to the employee no later than the date of the next paycheck provided at least ten (10) days notice has been given to the finance office. In the event the Borough pays an employee more than the sum to which he or she is entitled, then re-payment to the Borough shall be pro-rated, if necessary, over multiple different pay periods so that no more than ten percent (10.0%) of the employee's net salary is withheld for re-payment.

B. If an Employee elects personally to 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 XLV

ANNIVERSARY DATES

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

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

ARTICLE XLVI

SEVERABILITY

A. 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 XLVII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed bylaw from the area of collective bargaining and that the understands and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Borough and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

D. This Agreement may be modified in whole or in part by the parties by an instrument, in writing only, executed by both parties.

E. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties.

ARTICLE XLVIII
DURATION OF AGREEMENT

THIS AGREEMENT shall be effective as of January 1, 2001, and shall extend through December 31, 2003.

The Borough and the Association do hereby agree that they shall commence negotiations for an Agreement for the year 2004 on or before September 15, 2003, unless the change of date is mutually agreed upon.

ATTEST:

BOROUGH OF HIGHLAND PARK

Valerie Thompson
Borough Clerk

WITNESS:

BOROUGH OF HIGHLAND PARK
DEPARTMENT OF PUBLIC WORKS
ASSN.