

AGREEMENT

BETWEEN

\*BOROUGH OF PARK RIDGE \*  
BERGEN COUNTY, NEW JERSEY

AND

\*THE PARK RIDGE BOROUGH EMPLOYEES  
ASSOCIATION \*

\*\*\*\*\*

January 1, 2006 through December 31, 2010

**TABLE OF CONTENTS**

<b>ARTICLE</b>		<b>PAGE</b>
	Preamble.....	3
I	Association Recognition.....	4-6
II	Exclusivity of Association Representation....	6-7
III	Collective Negotiating.....	8-9
IV	Preservation of Rights.....	9-10
V	Data for Future Bargaining.....	10-11
VI	Compensation.....	11-19
VII	Working Hours.....	19-20
VIII	Holidays.....	20-21
IX	Vacation.....	22-24
X	Sick Leave.....	24-27
XI	Bereavement Leave.....	27-28
XII	Work Incurred Injury.....	28-29
XIII	Leave of Absence.....	30-31
XIV	Other Leaves of Absence.....	31-32
XV	Insurance.....	32-35
XVI	Retirement.....	35
XVII	Seniority, Layoffs, Promotions.....	35-36
XVIII	Grievance & Arbitration Procedure.....	36-38
XIX	Terminal Leave.....	38-39
XX	Agency Shop.....	39-42
XXI	Miscellaneous.....	42-45
XXII	No Strike Pledge.....	45-46
XXIII	Payroll Records.....	46
XXIV	Dues Deduction.....	46-47
XXV	Duration.....	48-49
	Schedule A.....	50

## P R E A M B L E

THIS AGREEMENT entered into this 10<sup>th</sup> day of July 2006, by and between the BOROUGH OF PARK RIDGE, in the County of Bergen, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough," and the PARK RIDGE BOROUGH EMPLOYEES ASSOCIATION, hereinafter called the "ASSOCIATION" represents the complete and final understanding on all bargain able issues between the Borough and the Association.

## ARTICLE I

### ASSOCIATION RECOGNITION

1. The Borough recognizes the Association as the sole and exclusive representative for the purpose of collective negotiations with respect to all negotiable items of employment of all white collar employees of the Borough of Park Ridge, plus radio telephone operators, school crossing guards and other than confidential employees, managerial executives, police, police mechanic, craft employees, and supervisors. Classification of employees for membership shall be governed by applicable law, including the new Jersey Employer-Employee Relation Act of 1968, as amended and supplemented, and any other applicable law.

2. No employee of the Borough shall be compelled to join the Association, but shall have the option to voluntarily join the Association.

3. The term "employee", as used herein, shall be defined to include the plural as well as the singular and the female as well as the male, where applicable.

4. Pursuant to the New Jersey Employer-Employee Relations Act of 1968, as amended, the Borough hereby agrees that every employee shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for their mutual aid and protection. AS a body exercising governmental power under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive, or coerce any employee in the

enjoiment of any rights conferred by the New Jersey Employer-Employees Relations Act of 1968, or other laws of New Jersey, or the Constitution of New Jersey and of the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation and any activities or the Association, and its affiliates (unless expressly prohibited in the Agreement), collective negotiations with the Borough, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment as prescribed by the statutes of the State of New Jersey.

5. As used in this Agreement, the term "provisional employee" shall mean any bargaining unit employee who has not been certified by Civil Service. As a provisional employee, the employee may be summarily dismissed by the Borough without challenge, however, the Association may represent such employee in the handling of grievances other than those relating to dismissal subject to the Civil Service Law. In addition, the title, salary, duties and range of any provisional employee or new position shall be negotiated between the Association and the Borough.

6. The term "Permanent Employee" shall mean any employee with Civil Service status who is placed on the permanent payroll of the Borough. The anniversary date for persons who are made permanent shall be the earlier of date of hire or date they commenced their probationary period.

7. The title, salary, duties and range of any provisional employee, new position, transfer or reassignment of any union members shall be negotiated between the Association and the Borough. Such negotiations shall occur within ten (10) days of any action by the Association or the Borough regarding said employee.

8. Notwithstanding any provision of this Agreement, the Borough shall not, directly or indirectly, negotiated any of the items listed in paragraph 7 with any individual or group of employees separate and apart from the Association. The Association shall at all times receive written notice from the Borough regarding any of the items listed in paragraph 7. Said notice shall be given at least five (5) days prior to any such action by the Borough. The Borough shall defer any such action for an additional five (5) days after the Association's receipt of written notice during which time the Borough shall meet with any negotiating representative of the Association at their request to discuss and review the propose action. If the Association and Borough do not agree, then the mater shall, at the option of either party, proceed by way of Grievance - Arbitration as hereinafter provided in this Agreement.

## ARTICLE II

### EXCLUSIVITY OF ASSOCIATION REPRESENTATION

1. The Borough agrees that the Association, having been selected by a majority of the negotiation unit in an election conducted by the New Jersey Public Employment Relations

Commission, is the exclusive representative for collective negotiation concerning all negotiable terms and conditions of employment for the employees in the unit.

2. The Borough shall not meet with any employee organization other than the Association during the term of this Agreement, without first providing at least five (5) days prior notice, or less if circumstances required informing the Association of the meeting and without affording the Association the opportunity to be present at such meeting. No changes in negotiable terms and conditions of employment will be unilaterally made by the Borough during the term of this Agreement and the Association shall be notified of all grievances and shall have the right to be present and participate in any discussions or hearings, if requested by the employee, unless herein otherwise provided.

3. The Borough agrees that the Association shall be entitled to act for and negotiate agreements covering all employees in the unit and shall be responsible for representing the interest of all such employees without discrimination and without regard to Association membership.

4. The Borough agrees that it will not enter into any contract or memorandum agreement with anyone but the Association with regard to the terms and conditions of employment of personnel covered by this Agreement. Any new job classifications that fall within the range of work presently performed by employees of the negotiating unit shall automatically be included within the Association's jurisdiction. The parties shall meet at the request of the Association to fix job compensation.

5. The exclusivity of the ASSOCIATION'S representation is expressly conditioned upon a majority of the employees within the negotiating unit not electing another collective bargaining representative pursuant to law.

ARTICLE III  
COLLECTIVE BARGAINING

1. Collective bargaining, with respect to rates of pay, hours of work, negotiable conditions of employment and all other negotiable items of employment as provided by law shall be conducted by the duly authorized bargaining agent of each of the parties, Ordinarily not more than 4 additional representatives of each party shall participate in collective negotiating meetings.

2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either the BOROUGH or the ASSOCIATION and not other wise inconsistent with applicable law.

3. Employees of the BOROUGH who might be designated by the ASSOCIATION to prepare for and/or participate in collective negotiating meetings, or the grievance procedure hereinafter provided for or otherwise for the enforcement of this Agreement will be excused from their Borough work assignments with compensation by the Borough. The ASSOCIATION shall furnish the BOROUGH in writing the names of its representatives and the alternates and will notify the BOROUGH of any changes. The President of the ASSOCIATION, or his/her authorized replacement in her absence, shall have the right to communicate with the



BOROUGH or other members of the ASSOCIATION during the normal working day for the purpose of ASSOCIATION business, subject to notification of the Borough Administrator, whose permission shall not be unreasonable withheld. No more than two representatives of the ASSOCIATION may be excused from work with pay for grievance meetings, except that all Borough employees who are witnesses called by either the ASSOCIATION or the BOROUGH for any grievance hearing or meeting shall also be excused with pay.

#### ARTICLE IV PRESERVATION OF RIGHTS

1. The BOROUGH 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 the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

a) To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;

b) To hire all employees and, subject to the provisions of law and this Agreement, to determine their qualifications and conditions for continued employment or assignments and to promote and transfer employees;

c) To suspend, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law, which actions if taken, are specifically deemed grievable. Upon notice of demotion, transfer, reassignment

or discharge, except for disciplinary reasons, the Borough shall commence negotiations concerning the impact of the Borough's decision to take such action. Said negotiations will be stayed should an appeal be made to Civil Service, pending resolution of said appeal.

2. Except as otherwise herein contained, the Borough preserves its rights, responsibilities and authority under N.J.S> Titles 11, 34, 40 and 40A, or any other national, state, county or applicable laws.

3. All provisional employees or the Borough who are employed by the Borough for a period of one year, shall be enrolled in P.E.R.S. as required by law.

The parties agree that during the term of this Agreement, they shall meet periodically in a good faith attempt to resolve such negotiable issues as may arise and are not covered by this Agreement. If agreement is reached between the parties as to any such negotiable issue, then, any such agreed upon language shall become part of this Agreement upon the execution of the same by the representatives of the parties after proper authorization from the membership of the Association and after a duly adopted resolution by the Borough Council authorizing the same.

#### ARTICLE V

##### DATA FOR FUTURE BARGAINING

1. The Borough agrees to make available to the Association all relevant data which is in its possession and control, is not privileged, and which the Association may require to bargain collectively, concerning negotiable matters or grievances.

2. The Borough shall upon written request by the Association provide a full copy of any relevant data, noted above, which shall include but shall not be limited to such items as collective bargaining agreements of other unions, salaries and benefits enjoyed by other Borough personnel, the cost of various state pension, insurance, fringe benefits, and other programs and employee benefits, information concerning overtime work, the total number of vacation and sick leave days and leaves of absence utilized by an employee or employees and other data of a similar nature. Nothing herein contained shall be deemed to give the Association the right to view any individual personnel file or files except upon the written authorization of the individual employee who is the subject of the individual personnel file sought to be inspected by the Association. The intent of this subparagraph is to make available to the Association statistical data concerning the above information as well as any other information which will aid the Union in collective bargaining or any grievance proceeding and it not privileged from disclosure under the New Jersey Right to Know Law. (N.J.S.A. et. seq.)

## **ARTICLE VI**

### **COMPENSATION**

1. All employees shall be paid bi-weekly, at or before noon on Friday, and if Friday is a holiday, on the last regular workday preceding Friday.

2. No deductions shall be made from an employee's salary without authorization of the employee, except such deductions as are required by law.

3. Salaries: The base salaries for calendar years 2000, through 2005 for each position in the bargaining unit shall be as set forth on Schedule "A" entitled: "Base Salaries for years 2000 to 2005" annexed hereto and made a part hereof. Schedule "A" computations of all salary increases shall be controlling on all parties. Effective January 1, 2000, all new employees shall be placed on a 7 step salary guide. All employees hired prior to January 1, 2000 shall remain on a 5 step salary guide.

4. Longevity: A. The Longevity schedule for employees employed as of the effective date of this agreement will be paid on the following basis:

Completed Years of Service	LONGEVITY SCHEDULE	
	12 month Payment Effective 1/1/2000	12 month Payment Effective 1/1/2001
1-4	0	0
5	500	500
6	750	800
7	1,000	1,100
8	1,250	1,400
9	1,500	1,700
10	1,750	2,000
11	1,925	2,200
12	2,100	2,400
13	2,275	2,600
14	2,450	2,800
15	2,625	3,000
16	2,800	3,200
17	2,975	3,400
18	3,150	3,600
19	3,325	3,800
20	3,500	4,000
21	3,675	4,200
22	3,850	4,400
23	4,025	4,600
24	4,200	4,800
25	4,375	5,000
26	4,550	5,200
27	4,725	5,400
28	4,900	5,600
29	5,075	5,800
30	5,250	6,000
31	5,425	6,200
32	5,600	6,400
33	5,775	6,600
34	5,950	6,800
35	6,125	7,000

B. Payment for longevity shall be a part of the

C. At the employee's option, longevity may be paid in one lump sum payment on the 1st pay period in December, however, if an employee so chooses this option he/she shall sign a waiver acknowledging that all taxes shall be taken from such payment and further acknowledging, that should such option be exercised the employee's hourly rate for calculating overtime shall be reduced by the amount of the longevity and that pension deductions and future retirement benefits shall be proportionally reduced by the amount of the longevity payment.

D. Permanent, part-time employees shall be entitled to longevity on a pro-rata basis.

5. Overtime:

All employees shall be required to work overtime when requested by the Borough. Except as otherwise expressly provided herein, work in excess of the employee's basic work day of eight (8) hours or more than forty (40) hours in one calendar week shall be considered overtime and shall be compensated as follows:

2. Office Employees - For all employees working a thirty-five (35) hour work week, overtime worked up to forty (40) hours in a calendar week shall be either paid at straight time or shall be given as compensatory time on an hour for hour basis. When said employee works over forty (40) hours in a calendar week, the employee shall be paid at time and one half or taken as compensatory time on the basis of three (3) hours off for each two (2) works.

The decision whether to pay an individual or give compensatory time shall be at the discretion of the employee.

6. Emergency Callout: All employees shall be required to work on emergency callout. If an employee is called back to work after completing the regularly scheduled workday, or during a weekend or holiday, he/she shall be compensated at the overtime rate set forth in Paragraph 5 of this Article, with minimum guarantee of two hours. Other than for the said two (2) hour minimum guarantee, payment shall only be made for actual time worked.

a) Employees shall not be entitled to the minimum guarantee if such callout is contiguous with the end of the work day.

b) The Employer retains the right to retain the employee for the full minimum guarantee of two hours.

7. Meal-Allowances: A meal allowance shall be available to employees on emergency overtime callouts or employees who are required to work beyond their regular shift through a meal period in accordance with the schedule below:

Work past six p.m. - \$12.00 dinner allowance  
Work past midnight - \$9.00 meal allowance  
Work past six a.m. - \$8.00 breakfast allowance  
Work past noon - \$9.00 lunch allowance

Employees must supply a petty cash voucher for meals to be approved by the department head. To be eligible for the foregoing meal allowances, employees must work for at least one hour prior to the meal period and must be required by the BOROUGH to return to work or to work through a meal period and perform their duties for at least one hour after such meal period.

#### 8. Salary Steps:

a) Employees shall be placed upon the salary step guide as shown in "Schedule A" attached hereto in accordance with the number of years of service in the job classification. Each employee will be advanced one step on his or her anniversary date in such classification, based upon satisfactory job performance as certified by the department head.

In the event that the borough determines that an employee is not entitled to said step movement than the borough must have served the appropriate charges provided under law and pursue the appropriate routes of disciplinary procedure available under the law established under the Department of Personnel. Absent such disciplinary proceedings, pursuant to law, no employee shall be fined or denied a step movement.

b) Placement on the salary step guide when an employee is promoted to a higher job classification shall be made as follows:

Take the employee's annual base salary as of the date of promotion and compare that salary with the salary range of the new job classification. The new salary will be that at the next higher step. If the difference between the employee's new salary is less than \$750 or if the promotion is made within two (2) months of the employee's anniversary date, the salary will be advanced on additional step.

9. Court Time:

a) Court time, as referred to in this Article, shall consist of all time excluding regular work time during which an employee shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding or other Court or administrative bodies by reasons arising out of or related to his municipal work. All such required Court time, if it results in an employee working in excess of forty (40) hours in one week, shall be considered as overtime and shall be compensated at time and one-half. If such Court time does not result in an employee working in excess of forty (40) hours in one week, it shall be compensated at the regular rate of pay for such Court time.

b) When an employee shall be required to travel to and from any of the courts or administrative bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the employee is entitled, if any is due under paragraph 9 (a) above, provided however, that such travel time shall be computed between the

Borough of Park Ridge and the pertinent court and Administrative body, except that there shall be no payment for travel time when the pertinent court of administrative body is within the Borough of Park Ridge.

c) The amount of overtime to which an employee may be entitled, under this Article, shall be the actual time required in the court or administrative body including waiting time, together with any applicable travel time, to and from the Borough of Park Ridge, provided however, that the employee's entitlement to overtime, under this Article, shall not be less than two (2) hours of regular or overtime pay, whichever, is applicable in accord with Paragraph 9(a) above.

#### 10. Schooling

a) Whenever any employee shall be required by the Borough to attend any approved course of instruction pertaining to said employee's job classification and the course of instruction is given after the employee's regular hours of employment, all such required course of instruction time, if it results in an employee working in excess of forty (40) hours in one week, shall be considered as overtime and shall be compensated at time and one-half with a minimum of two (2) hours of such overtime pay. If such attendance does not result in an employee working in excess of forty (40) hours in one week, it shall be compensated at the regular rate of pay.

b) When an employee covered under this Agreement shall be required to travel to and from said course of instruction, said travel time shall be considered and included in the computation of



the amount of overtime to which the employee is entitled if any is due under subparagraph 10(a) above, provided however, that such travel time shall be computed between the Borough of Park Ridge and the place of said instruction, except that there shall be no payments for travel time when the place of instruction is within the Borough of Park Ridge.

c) Whenever an employee shall be required to take a course of instruction as set forth in subparagraph 10(a) above, the Borough shall be solely responsible for the payment of such costs of instruction covering tuition fees, registration fees, required books, periodicals and other course materials. The borough may require proof of attendance, a course description and any receipts for material purchased.

d) Whenever any employee desires to take a course of instruction pertaining to his job classification that is not required by the Borough, he shall make application to the Borough for authorization to attend the same and the Borough may, in its sole discretion, authorize the payment of such cost of instruction, covering tuition fees, registration fees, required books, periodicals and other course materials. Said payments shall not be made prior to the satisfactory completion of said course of instruction. Nothing in this subparagraph shall be deemed to require the Borough to pay for voluntary course of instruction. The Borough's decision shall be non-grievable.

e) The Borough must pay full cost, as aforesaid for any course or course instruction required for any Borough employee to obtain, maintain or renew any license needed by said employee to perform his or her duties for the Borough.

11. Miscellaneous:

An employee will be compensated for mileage as per formula in the Agreement when he is required to drive to Court or sent to school by the Borough.

12. Certification:

Whenever an employee is required to report outside of his normal working hours for a Civil Service examination as part of the certification process, said employee shall not be paid for travel and test time, or travel expenses, nor shall such time be considered in the computation of overtime.

13. School Crossing Guards:

School Crossing Guards shall be paid at the following hourly rate:

2006	\$17.90 per hour
2007	18.50 per hour
2008	19.10 per hour
2009	19.70 per hour
2010	20.30 per hour

14. Planning and Zoning Board Secretary Night Meetings:

The Board secretary (s) shall be compensated for night meetings of the Planning and Zoning Boards as follows: Planning Board-Executive: \$75.00; Planning Board-Public: \$50.00; Zoning Board-public: \$50.00.

2. The regular work week included time off for sick leave, bereavement leave, vacation days, holidays, court time, volunteer fire, police reserve and volunteer ambulance organization time, while on emergency calls, and required schooling.

3. The Borough will allow all employees two (2) rest periods of fifteen minutes each, one in the morning and one in the afternoon of each full day worked. The time for such rest period shall be fixed by the department supervisor.

4. Notwithstanding the foregoing, the hours of work for the Secretary to the Board of Health and the Deputy Court clerk shall include attendance at night meetings. Consideration for this time shall be handled as in Article VI, paragraph 5.

5. A flex time arrangement will be implemented by the parties on a rotating basis unless the employees decide on fixed schedule for those employees in Borough Hall. Employees shall work either 8:00 a.m. to 4:00 p.m. or 8:30 a.m. to 4:30 p.m. Each office unit shall be continuously staffed from 8:00 a.m. to 4:30 p.m. daily.

ARTICLE VIII  
HOLIDAYS

1. All employees shall be entitled to receive thirteen (13) paid holidays per year in accordance with the following schedule of holidays as January 1, 2007.

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

\*Designates Floating Holiday that can be replaced as a personal day.

2. Holidays which fall on a Saturday shall be observed on the preceding Friday. Holidays which fall on a Sunday shall be observed on the following Monday. The Friday after Thanksgiving shall be considered a part of the Thanksgiving holiday.

3. When called out for work on paid holiday, an employee shall be paid in addition to his regular pay, the overtime rate as established in Article VI, Paragraph 5.

4. Notwithstanding the foregoing holiday schedule, no employee shall be paid for such holiday unless he shall have worked the workday before and the workday after such holiday unless said employee is on vacation or is legitimately ill. Acceptable medical evidence of illness may be required in such cases.

5. Election Day shall be a floating holiday or a personal day except during a Presidential election. Floating holidays are not to be carried over into the next year. Reasonable notice must be given by the employee of the day to be taken as a floating or personal holiday. The Borough agrees not to unreasonably deny the requested holiday.

6. School crossing guards shall be entitled to ten (10) paid holidays in accordance with the schedule in #1 above. Independence Day and Labor Day not included. Guards required to work on a designated holiday, because school is in session, shall be paid an extra day's pay. Guards shall not be paid for snow days declared by the school district, but shall be paid a fill day for delayed openings or early dismissals due to weather.

however, management does reserve the right to maintain minimum staffing needs should multiple requests occur.

In the subsequent Contract, when Christmas Eve is on a Monday or Friday, both parties agree to consider substituting the Lincoln's Birthday holiday as a holiday for Christmas Eve rather than as a floating holiday.

#### ARTICLE IX

##### VACATION

1. The vacation allowance shall be as follows:

a) 0 to 1 years service - one day for each month employed.

b) 1 through 5 years of service - twelve working days

c) 6 through 11 years of service - fifteen working days

d) 12 through 19 years of service - twenty working days

e) Thereafter - 25 working days

2. When, in any calendar year, the vacation or any part thereof is not granted by reason of pressure or Municipal business, such vacation period not granted shall accumulate and must be taken during the next succeeding year only. Employees may carry over a maximum of ten (10) working days of vacation time to the next succeeding year only, provided that the department head shall be notified of such intent. The department head shall have the right to approve or disapprove extended vacation in excess of ten (10) working days accumulation for good cause.

3. If an employee is on vacation and become ill, at his option, he may have such period of illness charged against sick leave upon the presentation of a physician's certificate and he shall still be entitled to the balance of his vacation.

4. No employee who is on vacation shall be called in to work except in case of extreme emergency confronting the Borough.

5. If any official holiday occurs during an employee's authorized vacation he will be entitled to an additional vacation day in lieu of the holiday.

6. Vacations may be taken in segments. However, when fragmenting vacations, not less than five (5) continuous working days of a vacation may be taken without the prior approval of the department head, which approval shall not be unreasonably withheld.

7. Employee preference in selection of vacation days shall be governed by seniority within a department of the first set of vacation days. Thereafter, it will be granted on a first come, first serve basis for remaining vacation days. The scheduling of vacation time shall be in the reasonable discretion of the department head and/or the Municipal Administrator, whose determination in this regard shall be based upon maintaining the efficiency of all municipal operations.

8. Vacation days shall vest as earned. Vacation time, as determined by the employee's anniversary date, may be taken in full at any time in the year, provided, that such employee shall reimburse the Borough for the unused vacation time, pro rata, if he/she leaves the employ of the Borough during the year said vacation is taken, due to disability, retirement or death.

9. In any calendar year, an employee may opt to receive payment for unused vacation time as follows:

- a) Up to five (5) days per for employees entitled to up to fifteen days/year.
- b) Up to ten (10) day pay for employees entitled to over 15 days/year.

Carry-over days not taken in pay must be taken by the end of the following calendar year.

10. Religious holidays, other than those which fall on official holidays set forth in Article VIII herein, may be taken as vacation days.

11. Earned by unused vacation time shall be paid pro rata to any employee or his legal representative upon disability, retirement, death, resignation or termination.

12. The Borough will issue advance vacation checks to employees provided the employees forward the Collector-Treasurer written requests at least six (6) working days prior to a regularly scheduled payroll date.

13. If any employee who is on vacation is called back into work as provided in his Article, he shall be paid overtime pay for the time worked and shall be reimbursed by the Borough for any out of pocket loss he suffered by being called back, i.e., deposits paid that were not refundable.

14. Once a vacation date has been approved, the Borough shall not deny or rescind it except in extreme emergency.

#### ARTICLE X

#### SICK LEAVE

1. all employees, covered by this Agreement, shall be granted sick leave, with pay, at the rate of 1.25 days per month of service during the first calendar year of service following appointment, and fifteen (15) working days in each calendar year thereafter, which sick leave shall accumulate from year to year.

2. Sick leave, with pay, is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and absence due to illness in the immediate family of the employee requiring attendance upon a member of the immediate family. For the purpose of this Article, immediate family will be considered parents, mother and father-in-law, husband, wife, children, brother, sister or any member who resides in his home.

3. An employee absent on sick leave for five (5) or more consecutive days may be required to submit acceptable medical evidence in the form of a doctor's certificate explaining the nature of the illness, if requested by the Borough. Notwithstanding the above and pursuant to Civil Service, the Borough retains the right to request a doctor's note whenever such request appears reasonable (pattern of days, Fridays, and/or days before and after holidays). Abuse of sick leave shall be cause for discipline.

4. One (1) medical certificate shall be sufficient for a period of six (6) months in cases of chronic illnesses or diseases expected to result in a number of one (1) or two (2) day absences.

5. One-half (1/2) of a work day shall be the smallest unit to be considered in computing sick leave used.

6. All sick leave, heretofore accumulated, shall not be impaired by this Agreement and said accumulated says shall be carried forward during the term of this Agreement.



7. An employee, absent on sick leave for five (5) or more consecutive work days, may be required to submit acceptable medical evidence in the form of a doctor's certificate, if requested by the Borough. If an employee is absent due to sick leave or more than fifteen (15) days in any calendar year consisting of excessive sick days or less than five (5) consecutive work days, the Borough may examine his record and may require the employee to submit medical evidence for any additional sick leave in that year.

This section shall apply both to the employee who is on sick leave due to personal illness and to sick leave due to illness in the immediate family as defined herein. Abuse of sick leave shall be cause for disciplinary action.

8. Office employees shall notify their supervisor before their starting time in any absence due to illness. Failure to so notify the department head may be a cause for disciplinary action.

9. All new employees shall be required to have a complete physical examination, including a medical history, within one (1) month of employment. The physical shall be paid by the Borough.

10. At the end of each calendar year, each employee shall be notified in writing as to his total accumulated sick days.

11. If an employee, even though not feeling well, comes to work and attempts to do his job for at least one (1) hour and then must leave, he shall not be charged for a sick day.

12. School crossing guards will be eligible to receive payment for unused sick days as per the contractual agreed schedule.

At the employee's option, the Borough will pay an employee up to ten (10) days pay for unused sick days during the calendar year. Payment shall be made in the second check in December. Sick days not paid for, shall be accumulated according to the following schedule:

SICK DAYS USED	SICK DAYS PAID	SICK DAYS ACCUMULATED
0	10	5
1	9	5
2	8	5
3	7	5
4	6	5
5	5	5
6	4	5
7	3	5
8	2	5
9	1	5
10	0	5

ARTICLE XI  
BEREAVEMENT LEAVE

1. In the event of death of a member of the employee's immediate family, the employee shall be granted time off without loss of pay from the date of the death or the day of the funeral, but in no event shall said leave exceed five (5) working days.

2. (a) Immediate family shall include spouse, children, parents, brothers and sisters of an employee, or of the employee's spouse's family who resides in his home.

(b) In the event of the death of uncles, aunts, or grandparents or an employee or his spouse, the employee shall be entitled to one days leave with pay if the location of the funeral is within a fifty (50) mile radius of the Borough of Park Ridge and shall be entitled to two (2) days leave with pay, if the location of the funeral is outside of a fifty (50) mile radius of the Borough.

3. Such bereavement leave shall not be charged against the employee's vacation or sick time or personal days.

4. An extension of absence, under this Article may be had at the employee's option and with the consent of his department head and may be charges against available vacation or sick leave time, or be taken without pay for a reasonable period.

5. In the event of the demise of an employee, the Borough will grant funeral leave with pay to up to four (4) co-employees of the deceased to be chosen by the employees, with the reasonable approval of the department head as to personnel. Additional employees may be permitted to attend the funeral service and burial with the approval of the department head and/or the Municipal Administrator, but such Borough decision shall not be grievable.

6. In the case of an unusual circumstance not specifically covered in the Article, funeral or bereavement leave may be granted or extended at the discretion of the employee's department head and/or the Municipal Administrator. The Borough's decision in this regard shall not be grievable.

## ARTICLE XII

### WORK INCURRED INJURY

1. Where an employee suffers a work connected injury or disability, the Borough shall continue such employee at full pay during the continuance of such employee's inability to work for a period of up to ne year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act, shall be paid over to the Borough. In the alternative, the Borough may pay such employee the difference between his full pay and the temporary worker's compensation check and it shall be deemed to be sick pay but not chargeable to sick leave time, provided that in no event shall the employee receive less than his full pay as though he had not ben injured (but without any overtime the employee might ordinarily receive.)

2. Notwithstanding the aforesaid, pension and retirement fund payments, paid by the Borough, shall continue to be computed and paid as though the employee were receiving full pay.

3. The employee may be required to present evidence by a certificate of a physician that he is unable to work and the Mayor and Council may reasonably require that said employee present such certificate from time to time.

4. For the purposes of this Article, injury or illness incurred while the employee is attending a Borough sanctioned program at which his attendance is required by the Borough shall be considered work connected.

5. A work connected injury requiring time of for treatment, recuperation, or rehabilitation shall not be construed

as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

### ARTICLE XIII

#### LEAVE OF ABSENCE

1. All employees may be granted a leave of absence with pay for good cause shown for a period not to exceed three (3) months at one time.

2. The employees shall submit, in writing, all facts bearing on the requests to his superior or to the superior's designated representative who shall append his recommendations and forward the request to the Borough. The Borough shall consider each case on its merits and without establishing a precedent. The Borough's decision with regard to such requests shall be non-arbitrable.

3. Normally such leave of absence with pay shall be granted only when the employee has used his accumulated sick leave and vacation leave in the case of illness.

4. Where it is necessary to employ a substitute to perform the duties of such employee during this absence the amount of the compensation paid the substitute shall be deducted from the salary, wage or compensation of the employee granted such leave, but same shall exclude any overtime paid to the substitute.

5. All employees may be granted a leave of absence without pay for a period not to exceed six (6) months at any one time:

a) Such leaves of absence may be renewed for an additional period not to exceed six (6) months only by formal action of the department head with the approval of the Borough.

b) Except as otherwise provided by applicable law, such leave shall not be considered service and no credit including vacation and longevity shall accrue during such leave.

c) Such determinations shall be non-arbitrable. The Borough's decision with regard to a request for an unpaid leave of absence under this section shall not be unreasonably withheld.

#### ARTICLE XIV

##### OTHER LEAVES OF ABSENCE

1. In the event any employee is a member of a volunteer fire department, police reserve unit or tri-borough ambulance corps and is unable to report to work at his scheduled time, or is unable to report at all because of his duties as such a volunteer on an emergency call, he shall notify his superior as soon as he is reasonably able to do so. No such employee shall be penalized in any manner as a result of his volunteer status; he shall be paid for such lost time as though he had reported to work and, in fact, did work his scheduled shift. Such a volunteer shall report to work as soon as his volunteer duty has been completed, unless he is physically unable to do so as a result of such duty. No employee shall be allowed to leave his Borough job for emergency volunteer duty without receiving the prior consent of his immediate superior if he is in the immediate area. If the superior is not in the immediate area, such employee shall not leave the job if to do so would create or continue a hazardous situation. If he or she leaves as herein provided, such employee shall be paid for his lost time as though he had continued to work.

2. **Jury Duty:** An employee will be granted a leave of absence with pay for the period required for jury duty. Such leave will not be charges against vacation time or sick leave time. The employee during jury duty shall be paid his full wages less the amount per diem fee received for each day of such service as shown on a statement issued by the sheriff or other court officer making payment of juror fees. An employee who completes his/her jury duty after 3:00 p.m. shall not be required to return to work, except for Federal Court jury duty in Newark, in which case they will not be obliged to return after 2:00 p.m.

3. **Military Leave:** Military leave for employees training or serving with the National Guard or the armed forces of the United States will be granted in accordance with the laws applying to such cases.

4. **School Leave:** Any time the Borough shall require an employee to attend any approved course of instruction pertaining to said employee's job classification and said course of instruction shall be given during the hours wherein the employee would normally work, said employee shall be granted a leave of absence with full pay and benefits (but without any overtime pay usually earned unless he or she actually works during such time and earns overtime) to attend said course of instruction and shall not be penalized in any way by virtue of his attendance.

## ARTICLE XV

### INSURANCE

#### 1. Hospitalization and Medical Insurance

a) The Borough shall provide full family protection to each employee performing a minimum of thirty (30) hours of work

a week on a yearly basis average at no cost to said employee, of the same type and with the same or substantial similar benefits as presently exist.

(b) Permanent part-time employees will be permitted to enter Borough hospital and medical insurance programs at the Borough rates to be paid fully by the respective employee.

(c) The Borough will continue to provide full family protection for protection for hospitalization and medical insurance as it presently in effect.

(d) Upon the employee's 65th birthday, said employee shall be required to apply for Medicare, Part A, and upon retirement, Part B. The monthly cost of Part B shall be borne by the employee.

Full Time employees who qualify for a "Service Retirement" or an "Early Retirement" as defined by the NJ Public Employees Retirement System, and who have a minimum of 15 years of continuous service with the Borough of Park Ridge at the time of retirement will be entitled to full family medical insurance coverage provided that said former employee has no other medical coverage from any other employment.

A Borough employee, upon retirement and fulfilling all requirements thereof, including coverage for Medicare Parts A and B, shall be covered for medical expenses in excess of Medicare by the borough's medical/hospital coverage until his or her death at no cost. Thereafter, the surviving spouse of said retired employee shall also be covered in full until the date of his or her death at no cost whereafter the survivor benefit shall cease.

Nothing herein shall be deemed to affect the insurance coverage presently being provided to former employees already retired as of the date of the Agreement.

e) A surviving spouse of an employee who dies while still an active employee and who was covered in the insurance program will continue to be covered in full for two (2) full years at no cost to the surviving spouse. After said two (2) year period, the surviving spouse shall be offered the opportunity to continue coverage but at said spouse's own expense (COBRA), for up to 36 months, provided that such spouse does not have any other hospitalization or medical coverage, except for medicare and/or medicaid coverage.



2. The Borough will continue to provide liability insurance coverage to all employees of the same type and with the same or substantially similar coverage as presently exists.

3. The Borough shall pay such premiums for life insurance coverage as are required by law.

4. It is hereby established that effective January 1, 1991, the medical plan for employees and eligible retirees of the Borough of Park Ridge shall be known as the Borough of Park Ridge Employees Health Care Plan.

This Plan Document shall establish the benefits, rights and privileges which shall pertain to all participating employees and the eligible dependents of participating employees.

The Plan shall be supervised by Insurance Design Administrators, 3 Post Road, Oakland, New Jersey 07436.

It is hereby established a Borough of Park Ridge Employee Insurance Review Committee comprised of one (1) member from each collective bargaining unit, one (1) member representing the non-collective bargaining exempt employees, and one (1) member from the governing body.

The Committee will meet on an as needed basis but not less than four (4) meetings a year. The Committee will review any employee inquiry that may have resulted in a claim not being paid correctly or the plan benefit not being administered correctly. It

will be the responsibility of the Committee to convene a meeting and review all facts, documentation and bills submitted by the provider to determine if the Plan properly administered and paid out the benefit according to the Plan Document.

If established that a benefit has been paid incorrectly due to a claim processing error than IDA will make proper adjustment. If it is determined that the Plan Document did not reflect the coverage in effect as of December 31, 1990 than the Borough of Park ridge, upon the recommendation of the Park Ridge Employee Insurance Review Committee, will provide written directive to IDA to make an amendment to the Plan Document.

#### ARTICLE XVI

##### RETIREMENT

The Borough shall pay such sums as are required by law to the Public Employment Retirement System on account of all covered employees.

#### ARTICLE XVII

##### SENIORITY, LAYOFFS, PROMOTIONS

1. In the event the Borough deems it necessary to lay off any employees in any classification, the employees first laid off shall be those with the least seniority. Such employees shall be placed on a re-employment list in accord with Civil Service regulations and in the event the Borough should rehire any employees in the classification of those laid off, the persons first rehired shall be those with the greatest seniority.

2. No permanent employee shall be laid off until all emergency, temporary and provisional employees and all probationers

who are serving their working test period, holding positions in the same class, are separated; nor shall a permanent employee be laid off except in accordance with the procedures as prescribed in the Civil Service Rules (New Jersey Administrative Code Title 4).

3. Promotions shall be based upon Civil Service examination standing for each classification, with the Borough hiring such persons from the eligible list as may be permitted by law.

4. Pursuant to Civil Service, the Borough agrees to provide forty-five (45) days notice of intended layoff.

5. The Borough agrees to maintain an updated master seniority list.

6. Date of hire shall govern in computing seniority for all purposes in this Agreement.

7. The Borough agrees to give advance notification to the Association of any intention to subcontract any bargaining unit work. The Association may at its option submit in writing a statement concerning the proposed subcontracting. Such information may be considered by the Borough in its decision to subcontract the work.

#### ARTICLE XVIII

##### GRIEVANCE & ARBITRATION PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement the following procedures shall be used.

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the employer and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions effecting any employee(s) covered by this Agreement.

Minor discipline shall be the subject of the grievance procedure.

The procedure for settlement of grievance shall be as follows:

A. STEP ONE: In the event that any employee covered by this Agreement has a grievance within ten (10) working days of the occurrence of the event being grieved, the employee shall present the grievance orally or in writing to the Borough Administrator or the representative in charge of the Department in the event of the Administrator's absence. The employee shall also have the right to present witnesses or cross examine witnesses, if some are presented.

B. STEP TWO: If the Association wishes to appeal the decision of the Borough Administrator (or the representative in charge if the Administrator is absent), it shall be presented in writing to the employer's governing body or its delegated representative within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The employer's governing body or its delegated representative may give the Association the opportunity to be heard and will give his decision in writing within twenty (20) working days of receipt of the written grievance.

C. STEP THREE: (1) If no satisfactory resolution of the grievance is reached at STEP TWO then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.

(2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the employer's governing body or its representative on the grievance.

(3) Employees covered by this Agreement shall have the right to process their own grievance without representative.

(4) The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.

ARTICLE XIV  
TERMINAL LEAVE

Retirement Benefits for Unused Sick Leave: All permanent employees shall be entitled to receive a retirement benefit for unused sick leave based upon the following schedule:

<u>Calendar Years Employed by the Borough</u>	<u>Percent of Accumulated Unused Sick Leave, But Not to Exceed Maximum in next column</u>	<u>Maximum Sick Leave Retirement Benefit</u>
Ten (10 Years	30%	\$ 5,000
Fifteen (15) Years	60%	10,000
Twenty (20) Years	60%	12,500
Twenty Five (25) Years	60%	20,000

The above retirement benefit shall be prorated for last year of employment. The Borough may pay the above retirement benefit according to its ability to budget and pay same and may elect the manner in which payment shall be made, i.e., lump sum, monthly, or weekly during the calendar year that the employee retires.

## ARTICLE XX

### AGENCY SHOP

#### A. Representation Fee

The Borough agrees to deduct a representation fee from the earnings of those employees who elect not to become a member of the Association and transmit the fee to the majority representative after written notice of the amount of the fair share assessment is furnished to the Borough of Park Ridge.

#### B. Computation of Representation Fee

1. The representation fee for services rendered by the majority representative shall be in an amount equal to the regular membership dues, initiation fees and assessments of the majority representative, less the cost of benefits furnished through the dues and available only to members of the majority representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments. Such representation fee shall not reflect the costs of financial support of political causes or candidates except to the extent that it is necessary for the majority representative to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration and to secure for the employees it represents

advances in wages, hours, and other condition of employment which ordinarily cannot be secured through collective negotiations with the Board.

2. Any challenge to the assessment by an employee shall be filed in writing with the Public Employment Relations Commission, the Borough and the majority bargaining representative within thirty (30) days after receipt of the written notice by the employee. All challenges shall specify those portions of the assessment challenged and the reason therefore. The Burden of proof relating to the amount of the fair share fee shall be on the majority bargaining representative.

#### C. Challenging Assessment Procedure

1. the majority bargaining representative agrees to establish a procedure by which non-member employees in a unit can challenge the assessment as provided in Section 2 of this Act. Said procedure shall consist of an appeal of the individual assessment to the Executive Board of the Association at a meeting to be scheduled no later than thirty (30) days from the date of the notice of the challenge of the assessment. Upon receipt of a challenge, notice of the challenge and hearing date shall be given to the Borough and the challenging employee by the majority bargaining representative and shall be posted conspicuously at the work sites of the Borough to allow all interest parties and the determination of the Executive Board of the Association shall be made in writing with copies to the Borough and the challenging employee. Any challenging employee who disagrees with the determination of the Executive Board of the Association shall have

the time provided by law to appeal this decision.

2. In the event the challenge is filed, the deduction for the representation fee shall be held in escrow by the Borough pending final resolution of the challenge.

D. Deduction of Fee

1. No fee shall be deducted for any employee sooner than:

(a) The thirtieth (30th) day following the notice of the amount of the fair share fee;

(b) Satisfactory completion of a probationary period or the thirtieth (30th) day following the beginning of employment, whichever is later, for new employees appointed to positions in negotiations unit;

(c) The tenth (10th) day following the beginning of employment for employees entering into work in the negotiations unit from re-employment lists;

(d) The date of satisfactory completion of the probationary period or the completion of a three (3) month period following the beginning of employment, whichever is sooner, for employees hired on a temporary basis; provided, however, that no employee in the aforesaid categories nor any employees in the employ of the Borough at the time an Agency Shop Agreement becomes effective shall be required to tender the fair share fee before the thirtieth (30th) day following the date said Agreement becomes effective.



#### E. Payment of Fee

The Borough shall deduct the fee from the earnings of the employees and transmit the fee to the majority bargaining representative quarterly during the term of this Agreement.

#### F. Association Responsibility

The Association assumes responsibility for acquainting its members, as well as other employees affected by the representation fee, of its implications, and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

#### G. Miscellaneous

1. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon fair share fee information furnished by the Union, or its representatives.

2. Any Action engaged in by the Association, its representatives or agents, which discriminates between non-members who pay the said representation fee and members with regard to the payment of such fee other than as allowed under law shall be treated as an unfair practice.

ARTICLE XXI  
MISCELLANEOUS

1. School Crossing guards shall receive new white gloves, reflectors, vest and hats on as "as need" basis for safety purposes.

2. Prescription Glasses: In the event prescription glasses are broken or lost due to a job related accident, said glasses shall be replaced at the expense of the BOROUGH and should the employee lose time from work because of the necessity of having the glasses replaced, no loss of time will be charged against him and he will be paid his full salary and benefits.

3. Bulletin Boards: a) The BOROUGH will provide space on existing bulletin boards for use by the ASSOCIATION.

b) Such bulletin board space shall be used by the ASSOCIATION for the posting of notices and bulletins pertaining to ASSOCIATION business and activities.

c) No matter may be posted by an employee without receiving permission of the officially designated ASSOCIATION representative.

d) Any bulletin or material deemed detrimental to the operation of the department may be rejected by the department head.

e) Job Posting: When a vacancy or lateral move is a bargaining unit position is to be filled or a new position is created the Employer shall post a notice of such vacancy or new position on the bulletin board for a period of five (5) working

days. The posting shall contain the date the position is to be filled, title of the position, requirements, rate of pay and space for all interested employees to sign said posting.

4. Meeting Space: Subject to the availability of space, the BOROUGH will continue to provide the ASSOCIATION with meeting space on municipal property, on a non-scheduled basis.

5. Telephone: The shop stewards and the ASSOCIATION president may use municipal telephones for local Park Ridge telephone calls concerning ASSOCIATION business of a vital nature. Long distance calls concerning ASSOCIATION business shall not be charged to the BOROUGH.

6. Mail: The ASSOCIATION shall have the right to receive mail at the Borough Hall, 55 Park Avenue, Park Ridge, New Jersey.

7. Personal Cars: If an employee is required to use his personal car on BOROUGH business, the BOROUGH shall maintain full insurance coverage therefore for the duration of said use and shall compensate the employee at the rate of thirty-one (\$0.31) cents per mile.

8. Legal Aid: The Borough of Park Ridge will provide legal aid and liability to the employee in suits or other legal proceedings against the employee arising from incidents in the line of duty. This provision will not be applicable to any disciplinary or criminal proceeding instituted against the employee by the employer.

9. Severability: It is understood and agreed that if any portion of this Agreement or the application of this Agreement

to any person or circumstance should be held to be invalid by operation of law or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any Article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall remain valid. In the event that any section of this Agreement shall be held invalid, the Borough and the Association will meet for the purpose of negotiating changes made necessary by the applicable law.

10. Waiver: The failure of either party to pursue any rights granted herein shall not be deemed to be a waiver of such parties exercise thereof in the future.

11. Binding Nature: This Agreement shall be binding upon the parties and their successors or legal representatives.

#### ARTICLE XXII

##### NO STRIKE PLEDGE

The Association 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, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action interfering with normal operations against the Borough.

In the event of a strike, work stoppage, slowdown or other job action interfering with the normal operation of the Department, it is covenanted and agreed that participation in any

such activity by an employee covered by this Agreement shall be deemed grounds for discipline of such employee or employees subject however to the Grievance Procedure and/or the provisions of Title 40.

The Association will do everything in its power to prevent any of its members or persons acting in their behalf from taking part in any strike, slowdown, walkout or job action interfering with normal operations and will take whatever affirmative steps are necessary under the circumstances to prevent and terminate such illegal action.

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 in equity for injunction or damages or both in the event of such breach by the Association, its members, or any person acting on its behalf.

#### ARTICLE XXIII

##### PAYROLL RECORDS

Association officers shall be allowed to examine, during reasonable hours, operating reports and other payroll records which may be applicable to any grievance arising out of this Agreement.

#### ARTICLE XXIV

##### DUES DEDUCTION

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association will furnish the Borough written notice thirty (30) days prior to the

effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee or an official notification on Association letterhead advising of such changed deduction.

C. The Association shall indemnify, defend and save the Borough harmless against any and all claims, demands, suites or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Association to the Borough or reliance upon the official notification on the letterhead of the Association advising of such changed deduction.

D. A written dues authorization may be withdraw in accordance with N.J.S.A. 52:14-15.9E as amended.

E. The Borough agrees to remit to the Association all such deductions monthly from which such deductions are made. The Borough shall deduct dues from the employment vacation payments from employees who are on vacation during the week in which the Association dues deduction would otherwise be made.

F. Where an employee is not on the payroll during the week in which the deduction is to be made, or has no earning, or insufficient earnings during the week or is on leave of absence, the Borough shall deduct dues from the next earnings check of the employee. The Borough shall submit with each due remittance a report listing all seniority employees alphabetically and the amount of dues, in any, deducted from each employee.

## ARTICLE XXV

### DURATION

1. This Agreement shall be effective as of and retro-active to January 1, 2000 but only if ratified by the membership of the ASSOCIATION and the Governing Body of the BOROUGH, and by letter confirmation when it becomes effective, it shall remain in full force and effect until and including December 31, 2005. After December 31, 2005 the Agreement shall continue in full force and effect until a new Agreement is executed by the parties. The provisions of Paragraph 3 of Article VI shall be binding upon the parties upon the terms therein stated.

2. Nothing contained herein shall prohibit the parties from negotiating an agreement covering the period from January 1, 2006, in future, which agreement when adopted may be retro-active to January 1, 2006.

3. All notices required to be sent hereunder shall be deemed to be properly served upon the ASSOCIATION by mailing the same, certified mail, return receipt requested, to the president of the ASSOCIATION, or any member of the executive committee, or by personal service on any of such persons and receipt of a signed dated receipt for the same for such person. Service of such notices on the BOROUGH or any superior or administrator upon whom the same is required, pursuant to the provisions of this Agreement, shall be made by certified mail, return receipt requested, or by personal service upon such person or to the Borough Clerk at the Borough Hall and receipt of a signed, dated receipt therefor. The ASSOCIATION shall notify the BOROUGH of the name and address of each of its officers and the members of its executive committee, grievance committee and of any changes therein during the terms of this agreement.

**Schedule A: Employees hired after January 1, 2000.**

		STEP						
		1	2	3	4	5	6	7
<b>Suprv. Of Billings &amp; Collect.</b>	<b>2006</b>	49,761	52,523	55,289	58,053	60,818	63,582	66,347
	<b>2007</b>	51,627	54,493	57,363	60,230	63,099	65,966	68,835
	<b>2008</b>	53,563	56,537	59,514	62,489	65,465	68,440	71,416
	<b>2009</b>	55,571	58,657	61,746	64,832	67,920	71,007	74,095
	<b>2010</b>	57,655	60,856	64,061	67,263	70,467	73,669	76,873
<b>Principal Clerk Typist</b>	<b>2006</b>	39,875	42,090	44,305	46,520	48,737	50,952	53,167
	<b>2007</b>	41,371	43,669	45,967	48,265	50,564	52,862	55,160
	<b>2008</b>	42,922	45,306	47,691	50,075	52,460	54,845	57,229
	<b>2009</b>	44,532	47,005	49,479	51,953	54,428	56,901	59,375
	<b>2010</b>	46,202	48,768	51,334	53,901	56,469	59,035	61,602
<b>Mun. Court Clerk</b>	<b>2006</b>	40,475	42,723	44,973	47,221	49,469	51,718	53,967
<b>Principal Accts. Clerk</b>	<b>2007</b>	41,993	44,325	46,659	48,992	51,324	53,658	55,990
<b>Sen. Accts. Clk/ Registrar</b>	<b>2008</b>	43,567	45,988	48,409	50,829	53,249	55,670	58,090
	<b>2009</b>	45,201	47,712	50,224	52,735	55,246	57,758	60,268
	<b>2010</b>	46,896	49,501	52,107	54,712	57,317	59,923	62,528
<b>Sen. Accounts Clerk</b>	<b>2006</b>	38,978	41,143	43,308	45,475	47,640	49,805	51,970
<b>Senior Cashier</b>	<b>2007</b>	40,440	42,686	44,932	47,180	49,426	51,673	53,919
<b>Police Records Clerk</b>	<b>2008</b>	41,956	44,287	46,617	48,949	51,280	53,611	55,941
	<b>2009</b>	43,529	45,947	48,366	50,785	53,203	55,621	58,039
	<b>2010</b>	45,162	47,670	50,179	52,689	55,198	57,707	60,216
<b>Accounts Clerk</b>	<b>2006</b>	30,000	31,250	32,500	33,750	35,000	36,250	37,500
	<b>2007</b>	31,125	32,422	33,719	35,016	36,313	37,609	38,906
	<b>2008</b>	32,292	33,638	34,983	36,329	37,674	39,020	40,365
	<b>2009</b>	33,503	34,899	36,295	37,691	39,087	40,483	41,879
	<b>2010</b>	34,760	36,208	37,656	39,104	40,553	42,001	43,449
<b>Dep. Mun. Court Clerk</b>	<b>2006</b>	20,084	21,200	22,316	23,432	24,547	25,664	26,779
	<b>2007</b>	20,837	21,995	23,152	24,311	25,468	26,626	27,783
	<b>2008</b>	21,618	22,820	24,021	25,222	26,423	27,624	28,825
	<b>2009</b>	22,429	23,676	24,921	26,168	27,414	28,660	29,906
	<b>2010</b>	23,270	24,564	25,856	27,149	28,442	29,735	31,027
<b>Technical Assist (25 hours)</b>	<b>2006</b>	28,998	30,343	31,688	33,033	34,378	35,723	37,068
	<b>2007</b>	30,086	31,481	32,876	34,272	35,667	37,063	38,458
	<b>2008</b>	31,214	32,662	34,109	35,557	37,005	38,453	39,900
	<b>2009</b>	32,384	33,886	35,388	36,890	38,393	39,895	41,397
	<b>2010</b>	33,599	35,157	36,715	38,274	39,832	41,391	42,949
<b>Planning Board Secretary</b>	<b>2006</b>	16,714	17,643	18,571	19,500	20,428	21,357	22,286
	<b>2007</b>	17,341	18,304	19,268	20,231	21,194	22,158	23,121
	<b>2008</b>	17,991	18,991	19,990	20,990	21,989	22,989	23,988
	<b>2009</b>	18,666	19,703	20,740	21,777	22,814	23,851	24,888
	<b>2010</b>	19,366	20,442	21,518	22,593	23,669	24,745	25,821
<b>Zoning Board Secretary</b>	<b>2006</b>	11,152	11,771	12,391	13,011	13,631	14,250	14,869
	<b>2007</b>	11,570	12,213	12,856	13,499	14,142	14,784	15,427
	<b>2008</b>	12,004	12,671	13,338	14,005	14,672	15,339	16,006
	<b>2009</b>	12,454	13,146	13,838	14,531	15,222	15,914	16,606
	<b>2010</b>	12,921	13,639	14,357	15,076	15,793	16,511	17,228



**Clerical Assistance  
( Hourly Rate)**

<b>2006</b>	<b>8.00</b>	<b>25.63</b>
<b>2007</b>	<b>8.00</b>	<b>26.59</b>
<b>2008</b>	<b>8.00</b>	<b>27.58</b>
<b>2009</b>	<b>8.00</b>	<b>28.62</b>
<b>2010</b>	<b>8.00</b>	<b>29.69</b>

**Crossing Guards**

<b>2006</b>		<b>17.90</b>
<b>2007</b>		<b>18.50</b>
<b>2008</b>		<b>19.10</b>
<b>2009</b>		<b>19.70</b>
<b>2010</b>		<b>20.30</b>

*Iditica Bukvic*

**Schedule B: Employees hired before January 1, 2000.**

		STEP				
		1	2	3	4	5
<b>Supvr. Billings &amp; Collections</b>	<b>2006</b>	49,761	53,907	58,053	62,200	66,347
	<b>2007</b>	51,627	55,929	60,230	64,533	68,835
	<b>2008</b>	53,563	58,026	62,489	66,953	71,416
	<b>2009</b>	55,571	60,202	64,832	69,463	74,095
	<b>2010</b>	57,655	62,460	67,263	72,068	76,873
<b>Principal Clerk Typist</b>	<b>2006</b>	39,875	43,198	46,520	49,844	53,167
	<b>2007</b>	41,371	44,818	48,265	51,713	55,160
	<b>2008</b>	42,922	46,499	50,075	53,652	57,229
	<b>2009</b>	44,532	48,243	51,953	55,664	59,375
	<b>2010</b>	46,202	50,052	53,901	57,751	61,602
<b>Mun. Court Clerk</b>	<b>2006</b>	40,475	43,848	47,221	50,594	53,967
<b>Principal Accounts Clerk</b>	<b>2007</b>	41,993	45,492	48,992	52,491	55,990
<b>Sen. Accounts Clerk/ Reg.</b>	<b>2008</b>	43,567	47,198	50,829	54,459	58,090
	<b>2009</b>	45,201	48,968	52,735	56,502	60,268
	<b>2010</b>	46,896	50,804	54,712	58,620	62,528
<b>Senior Accounts Clerk</b>	<b>2006</b>	38,978	42,226	45,475	48,722	51,970
<b>Senior Cashier</b>	<b>2007</b>	40,440	43,810	47,180	50,549	53,919
<b>Police Records Clerk</b>	<b>2008</b>	41,956	45,453	48,949	52,445	55,941
	<b>2009</b>	43,529	47,157	50,785	54,411	58,039
	<b>2010</b>	45,162	48,925	52,689	56,452	60,216
<b>Planning Board Secretary</b>	<b>2006</b>	16,714	18,107	19,500	20,893	22,286
	<b>2007</b>	17,341	18,787	20,231	21,677	23,121
	<b>2008</b>	17,991	19,491	20,990	22,490	23,988
	<b>2009</b>	18,666	20,222	21,777	23,333	24,888
	<b>2010</b>	19,366	20,980	22,593	24,208	25,821
<b>Zoning Board Secretary</b>	<b>2006</b>	11,152	12,082	13,011	13,940	14,869
	<b>2007</b>	11,570	12,535	13,499	14,463	15,427
	<b>2008</b>	12,004	13,005	14,005	15,005	16,006
	<b>2009</b>	12,454	13,492	14,531	15,568	16,606
	<b>2010</b>	12,921	13,998	15,076	16,151	17,228

<b>Clerical Assistance ( Hourly Rate)</b>	<b>2006</b>	<b>8.00</b>	<b>25.63</b>
	<b>2007</b>	<b>8.00</b>	<b>26.59</b>
	<b>2008</b>	<b>8.00</b>	<b>27.58</b>
	<b>2009</b>	<b>8.00</b>	<b>28.62</b>
	<b>2010</b>	<b>8.00</b>	<b>29.69</b>

<b>Crossing Guards</b>	<b>2006</b>		<b>17.90</b>
	<b>2007</b>		<b>18.50</b>
	<b>2008</b>		<b>19.10</b>
	<b>2009</b>		<b>19.70</b>
	<b>2010</b>		<b>20.30</b>

Katica Bulnic  
7/10/06

**PARK RIDGE BOROUGH EMPLOYEES ASSOCIATION**

**WHEREAS**, the Borough of Park Ridge (hereinafter referred to as Borough) had collective bargaining negotiations with the Park Ridge Borough Employees Association (hereinafter referred to as Association); and

**WHEREAS**, as a result of these negotiations there has been an agreement reached subject to the approval of the Mayor and Council, the Borough and the membership of the Association on certain material terms which were entered into between the Parties from January 1, 2000 through December 31, 2005; and

**NOW, THEREFORE**, for the consideration set forth herein the Parties agree as follows:

1. The term of this agreement shall be from January 1, 2006 through December 31, 2010. In the event that any payment is due to member(s) of the Association pursuant to these terms, it would be retroactive to January 1, 2006.
2. Article VI is amended to provide a 3.75% increase every year for each of the covered members of the Association as is set forth on the attached Schedule A that is incorporated herein by reference.
3. Compensation for Crossing Guards shall be as set forth on the schedule.
4. The Schedule A wage guide shall be maintained with seven (7) existing steps.
5. Article VI Compensation-Paragraph Schooling: There have been four (4) additional stipends added.
  - A. Court Administrator
  - B. Deputy Court Administrator
  - C. Registrar
  - D. Deputy Registrar

All at \$350.00 annually.

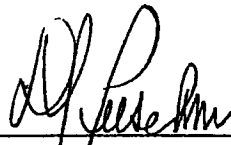
6. Schedule A, the salary guide is amended to add a new title "Account Clerk" at a salary range of \$30,000.00 to \$37,000.00 for the first step.

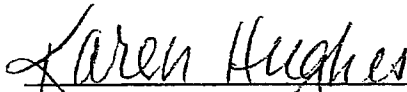
6. Article IIX is changed to provide that as of January 1, 2007 Lincoln's Birthday be replaced with Martin Luther King Day for all covered members of the Association. Veteran's Day is changed from a floating Holiday to a regular Holiday. Election Day will remain as a floating Holiday that can be replaced with a Personal Day.
7. Schedule A, the Salary Guide, is amended to add a new title "Account Clerk" at a salary range of \$30,000.00 to \$37,000.00 for the first step.

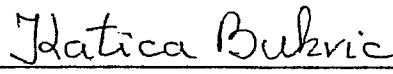
Except for what is provided in this Amendment all other existing provisions of the prior Agreement remain in full force and effect. It is the intention of the Parties to make just these changes and no more in the existing Agreement which is attached hereto and made a part hereof.


Witnesses whereof the Parties have this 10<sup>th</sup> day of July sign this Agreement.

\_\_\_\_\_  
Borough of Park Ridge

  
\_\_\_\_\_  
Donald R. Ruschman, Mayor Park Ridge

  
\_\_\_\_\_  
Karen Hughes, Borough Clerk

  
\_\_\_\_\_  
Borough of Park Ridge  
Employees Association, President

  
\_\_\_\_\_  
Witness