

CONTRACT
MODIFICATION AND EXTENSION AGREEMENT
Between
THE BOROUGH OF HILLSDALE
and
THE HILLSDALE OFFICE STAFF ASSOCIATION

January 1, 2006 through December 31, 2008

Prepared by:
Harold Karns, Borough Administrator
Reviewed by:
Raymond Wiss, Esq., Borough Labor Attorney

THIS MODIFICATION AND EXTENSION AGREEMENT (Agreement) is entered into on the ___ day of June, 2006 between the Borough of Hillsdale (the Borough) and the Hillsdale Office Staff Association (the Association).

WHEREAS: The Borough of Hillsdale and the Hillsdale Office Staff Association are parties to a Collective Bargaining Agreement which commenced on January 1, 2003 and Expired on December 31, 2005, and

WHEREAS: The Borough and the Association have conducted negotiations and achieved agreement on the terms for a successor Agreement from January 1, 2006 through December 31, 2008.

NOW THEREFORE, the parties agree as follows:

Section 1.

Unless otherwise specifically provided herein, all terms and conditions of the 2000-2002 Agreement (copy attached) shall be continued without modification (except as to dates, where applicable) retroactively to January 1, 2000 through December 31, 2008.

Section 2.

The hourly wage rates for regularly scheduled part-time members and the annual salaries for full-time members now employed by the Borough shall be adjusted effective January 1, 2006 to the amounts set forth on the Salary and Wage Schedule set forth in Section 3.

The hourly wage rates for regularly scheduled (12 hours per week minimum) part-time members and the annual salaries for full-time members shall be increased from the 2005 wages by 3 ¼% on January 1, 2006, by 3 ¼% on January 1, 2007, and by 3 ¼% on January 1, 2008, as reflected in Section 3.

Section 3.

The salary ranges for 2006 shall be:

Full-time	Minimum=\$25,000	Maximum=\$45,268
Part-time	Minimum=\$12.46/hr.	Maximum=\$19.61/hr.

The salary ranges for 2007 shall be:

Full-time	Minimum=\$25,000	Maximum=\$46,965
Part-time	Minimum=\$12.93/hr.	Maximum=\$20.34/hr.

The salary ranges for 2008 shall be:

Full-time	Minimum=\$25,000	Maximum=\$48,727
Part-time	Minimum=\$13.41/hr.	Maximum=\$21.11/hr.

Section 4.

The 2006 Holiday Schedule, copy attached, will be utilized in 2006. For 2007 and 2008, the Association and Borough will agree prior to January 1st of each year on a Holiday Schedule for the succeeding year. In the event of an impasse on this issue, the other provisions of this Agreement will remain in effect and no collective bargaining other than the Holiday Schedule will be reopened.

Section 5.

Except as specifically amended herein, the Borough and the Association agree that all terms and conditions of the 2000 - 2002 Agreement shall be continued without modification during the term of this Contract and Modification agreement through December 31, 2008.

IN WITNESS WHEREOF, the parties have executed this Contract and Modification Agreement at Hillsdale, New Jersey on this ____ of June 2006.

ATTEST:

BOROUGH OF HILLSDALE
BERGEN COUNTY, NEW JERSEY

HILLSDALE OFFICE STAFF ASSOCIATION

ARTICLE I

RECOGNITION

A. The Borough hereby recognizes the Hillsdale Office Staff Association as the exclusive collective negotiating agent for all eligible office employees of the Borough of Hillsdale but excluding the Secretary to the Borough Clerk, seasonal and temporary employees within the meaning of the New Jersey Employer-Employee Relations Act.

B. 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. This definition shall be limited to all appointed full time and designated part-time employees and shall exclude all temporary employees.

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

D. The Borough agrees that it will not enter into any contract or memorandum of agreement with anyone but the Association with regard to the terms and conditions of employment of personnel covered by this Agreement.

E. The duly authorized negotiating agent of either the Borough or the Association is not required to be an employee of or connected with the Borough.

F. The exclusivity of the Association's representation is expressly conditional upon a majority of the employees within the bargaining unit not electing another collective bargaining representative pursuant to law.

ARTICLE III

COLLECTIVE NEGOTIATING

A. Collective negotiation, with respect to raises of pay, hours of work and/or conditions of employment, shall be conducted by the duly authorized bargaining agent of each of the parties. Ordinarily not more than four (4) representatives of each party shall participate in collective negotiating meetings.

B. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either the Borough or the Association and not otherwise inconsistent with applicable law.

C. Employees of the Borough who may be designated by the Association to participate in collective negotiating meetings, or the grievance procedure hereinafter set forth for the enforcement of this Agreement, will be excused from their Borough work assignments by the Borough if such meetings or proceedings are conducted during their regular work hours, provided such meeting does not impair the normal efficiency of the Borough as solely determined 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 during the term of this Agreement. Nothing provided herein shall require the Borough to hold collective negotiating or grievance meetings during regular Borough business hours.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Borough of Hillsdale 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:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.

3. To hire all employees whether permanent, temporary or seasonal, to promote, transfer or assign employees in positions within the Borough.

4. To set rates of pay for seasonal employees.

5. To take appropriate disciplinary action against any employee for good and just cause according to law.

6. Nothing contained herein shall prohibit the Borough from contracting out any work.

7. To layoff employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only the by specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority of any national, state, county or local laws or regulations.

ARTICLE V

DATA FOR FUTURE BARGAINING

The Borough agrees to make available to the Association all relevant data the Association may require to bargain collectively excluding attorney work product.

ARTICLE VI

EMPLOYMENT

A. Established personnel files are confidential records which shall be maintained under the direction of a Department Head designated by the Borough Administrator.

B. Employees covered under this Agreement may, by appointment, review, in the presence of the Department Head, written evaluation reports or written complaints which may be contained in his personnel file. The appointment for review must be made through the Department Head.

C. Before a written complaint concerning an employee is placed in the personnel file, the Department Head shall investigate the same and a copy shall be furnished to the employee and the employee shall be given the opportunity to rebut same in writing, and initial the file copy if (s)he so desires.

D. Except when statutory requirements direct otherwise, all new employees shall be considered as being on trial or probation for a period of six (6) months and the applicant shall be so advised. If during that period unfavorable information about the employee is uncovered or if his work is unsatisfactory, the employee may be dismissed from employment without a hearing, upon recommendation of the Department Head.

E. The Association shall maintain a current listing of employees who are members of the Hillsdale office Staff Association and provide a copy to the Borough Administrator when it is updated for changes.

F. At the end of the six month probation period all new employees will be asked to join the Association.

ARTICLE VII

HOURS OF WORK

A. All full-time employees shall work a five (5) day week, from Monday through Friday, with a one hour lunch period per day.

The total work week is thirty-five (35) hours, or seventy (70) hours each two-week pay period.

B. The Police Clerk's hours shall be as designated by the Chief of Police, not to exceed thirty-five (35) hours each work week.

C. The work schedule for Dispatchers shall be 37.5 hours per week to be paid at the regular hourly rate.

D. Overtime

All employees shall be required to work overtime when requested by the Borough. For those employees specifically involved in same, the hours of work shall also include attendance at meetings. Work in excess of the employee's basic work week of more than thirty-five (35) hours in one calendar week shall be considered overtime and shall be compensated as follows:

1. Except as otherwise expressly provided herein, work performed after an employee's basic work day and up to thirty-seven and one-half (37.5) hours in one calendar week shall be calculated on a straight-time basis. Work performed after the thirty-seven and one-half (37.5) hours in one calendar week shall be compensated for at time and one-half, calculated on an hourly basis.

2. All overtime must be approved by the Department Head prior to the employee working said overtime hours.

3. The decision whether to pay overtime to an individual or give compensatory time shall be with the approval of the Department Head. Compensatory time for the current year shall not exceed thirty-six (36) hours. Such approval will not be unreasonably denied.

E. Emergency Callout

1. If an employee is called back to work on an emergency basis, said employee shall be compensated for a minimum of two (2) hours time worked at the rate of time and one-half.

2. If such callout is contiguous with the employee's working hours, the minimum guarantee of two hours shall not be applicable.

F. Employees scheduled to work regular office hours shall adhere to their assigned hours of work. The Department head designated by the Borough Council shall approve or disapprove any work schedule changes that do not conform to regularly scheduled assigned hours of work.

ARTICLE VIII

SALARIES

A. SALARIES

1. All employees shall be paid biweekly. If the normal payday is a holiday employees shall be paid on the last regular workday preceding the holiday.

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

Salaries - Salary Schedule from January 1, 2006 through December 31, 2008 is set forth in attached Contract Modification.

3. The Borough will provide Flexible Medical and Dependent Care Reimbursement Account programs through which employees may defer portions of their salaries for such purposes in accordance with Internal Revenue Service regulations.

4. Failure to satisfactorily perform the job shall mean failure to carry out assignments with the employee's job description to the satisfaction of the Borough Administrator.

5. An employee who fails to perform satisfactorily shall be given a warning by the Department head. Such warning shall be in writing and shall specify the act or acts deemed unsatisfactory. Satisfactory job performance shall be determined by the immediate department head and failure to comply may result in a loss or delay to the employee of the next salary increase.

B. Work in Higher Title

1. When an employee works in a higher salaries position for sixty (60) consecutive work days or more, the employee shall receive, thereafter, the pay of that higher position in which he is working for the duration of time that he is working in that higher salaries position.

2. Employees will not be shifted from a higher salaries position for the sole purpose of avoiding payment under this Article.

ARTICLE IX
OTHER COMPENSATION

1. TRAVEL AND MEAL ALLOWANCE:

A. In addition to the foregoing payments, employees who are assigned on Borough matters outside the Borough of Hillsdale are further authorized to utilize their own vehicles and will be compensated at the rate authorized by the IRS for such reimbursement per mile from the Hillsdale Borough Hall or the employee's home, whichever is closer. A meal voucher accompanied by a bill for a meal on such days outside the employee's regularly scheduled duty will be honored and reimbursed up to an amount not exceeding seven dollars and fifty cents (\$15.00).

B. A meal allowance shall be available to employees who are required to work beyond their regularly scheduled work hours through a meal period. A meal voucher accompanied by a bill on such days will be honored and reimbursed up to an amount not exceeding seven dollars and fifty cents. To be eligible for the foregoing meal allowance, the employee must work for at least one (1) hour prior to the meal period and must be required by the borough to return to work or work through a meal period and perform his/her duties for at least one (1) hour after such meal period.

2. EDUCATIONAL BENEFITS

All eligible employees, upon successful completion of courses toward an approved degree program, will be reimbursed up to \$25.00 per credit. Such course must be approved by the Borough Clerk prior to the employee taking the course.

ARTICLE X
VACATIONS

FULL- TIME AND REGULAR PART-TIME (PRO-RATED) EMPLOYEES HIRED PRIOR TO JANUARY 1, 1994:

- a. 6 months through 1 year of service 5 working days
- b. 1 through 4 years of service 10 working days
- c. upon completion of 4 years of service 11 working days
- d. upon completion of 5 years of service 12 working days
- e. upon completion of 6 years of service 13 working days
- f. upon completion of 7 years of service 14 working days
- g. upon completion of 8 years of service 15 working days
- h. upon completion of 9 years of service 16 working days
- i. upon completion of 10 years of service 17 working days
- j. upon completion of 11 years of service 18 working days
- k. upon completion of 12 years of service 19 working days
- l. upon completion of 13 years of service 20 working days
- m. upon completion of 14 years of service 21 working days

- n. upon completion of 15 years of service22 working days
 - o. upon completion of 16 years of service23 working days
 - p. upon completion of 17 years of service24 working days
 - q. upon completion of 18 years of service25 working days
 - r. upon completion of 19 years of service26 working days
- Employees completing 20 years of more of service shall earn one additional day for each year thereafter.

VACATIONS: FULL-TIME/PART-TIME (PRO-RATA) EMPLOYEES HIRED AFTER JANUARY 1, 1994:

- a. 6 months through 1 year of service. 5 working days
- b. 1 through 9 years of service.10 working days
- c. 10 through 14 years of service.15 working days
- d. 15 through 19 years of service.20 working days
- e. 20 or more years of service.25 working days

Part-Time employees scheduled for a minimum of 12 hours per week shall receive vacation pro-rated according to their work schedules.

- A. When, in any calendar year, the vacation or any part thereof is not granted by reason of pressure of 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 five days vacation time to the next succeeding year only, with the approval of the Borough Administrator.
- B. No employee who is on vacation shall be called in to work except in case of extreme, exceptional emergency confronting the Borough.
- C. If an official holiday occurs during an employee's authorized vacation he will be entitled to an additional vacation day in lieu of the holiday.
- D. Employee preference in selection of vacation days shall be governed by seniority within a department for the first set of vacation days. Thereafter, it will be granted on a first-come first-serve basis for the remaining vacation days. The scheduling of vacation time shall be in the reasonable discretion of the Department Head whose determination in this regard shall be based upon maintaining the efficiency of all municipal operations.
- E. Vacations may be taken in segments, if so allowed by the Department Head.

F. 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 as directed by the Borough, provided that such employee shall reimburse the Borough for any unearned vacation time, prorated, if (s)he leaves the employ of the Borough during the year said vacation is taken, other than due to disability retirement or death.

G. Vacation Pay - Employee Resignation

If any employee resigns before (s)he has taken any vacation during the current calendar year, (s)he will receive a vacation allowance according to the following schedule provided:

1. (S)he has completed one full year of service with the Borough.
2. A letter of resignation was filed with the Department Head at least two (2) weeks before the effective date.

H. The following is the payment schedule for employees upon retirement, resignation or disability:

For each completed month of service within the calendar year up to a Maximum of ten months.

If an employee is entitled to

- | | |
|--------------------------------|---------------------------|
| 1. 10 days to 14 days vacation | one days pay |
| 2. 15 days to 19 days vacation | one and one half days pay |
| 3. 20 days & more vacation | two days pay |

I. If an employee resigns after having taken vacation during the current calendar year the vacation will be computed as in G and H above and extra paid days refunded to the borough in either work time or cash payment.

J. Vacation time accumulated is forfeited if at least seven (7) days notice of intention to terminate employment is not given in writing by the employee to the appropriate Department Head except that, with the approval of the Borough Administrator less than seven (7) days written notice may be given by the employee.

K. An employee who has returned from extended military or other extended leave of absence without pay, shall be entitled during the calendar year in which (s)he returns to the Borough's services, to a prorated vacation based on the same computations as for new employees. For succeeding calendar years vacation leave shall be the same as for other employees.

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

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M. Earned but unused vacation time shall be paid prorata to any employee or to the legal representative upon disability retirement or death.

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

O. Seasonal, summer or per diem employees are not eligible for vacation time.

P. Days off without pay shall be approved by the Department Head designated by the Borough Administrator.

ARTICLE XI
HOLIDAYS

A. The Holiday schedule for 2006 is attached. Holiday Schedules for 2007 and 2008 will be determined as stated on page 2, Section 4.

B. As compensation for working on a holiday, an employee may be granted another day off by mutual agreement with the Department Head.

C. Holidays which fall on Saturday will be observed on Friday. Holidays which fall on Sunday will be observed on Monday. No other holiday shall be granted without approval of the Mayor and Council.

D. When called out to work on a paid holiday, an employee shall be paid double time.

E. Notwithstanding the foregoing holiday schedule, no employee shall be paid for such holiday unless (s)he shall have worked both the workday before and the workday after such holiday, unless said employee is on vacation or is legitimately ill. Acceptable medical evidence (Doctor's certificate) of illness shall be required.

F. After one year of employment permanent part-time (minimum of 12 regularly scheduled hours per week) employees shall be paid for holidays at a straight time rate in an amount equal to what they would have received if the day on which the holiday fell would have been a regular working day.

G. Seasonal and per diem employees are not entitled to holidays.

H. Dispatchers are required to work a schedule set by the Police Chief in accordance with Police Department needs. Due to the unique requirements of such scheduling, the following shall apply:

- 1) Dispatchers will be compensated at the rate of time and one/half for holidays worked.
- 2) Dispatchers will also be entitled to 14 days off for the 14 Holidays. Dispatchers can elect to receive pay at the straight time rate for up to seven unused days at year-end.

ARTICLE XII
LEAVE OF ABSENCE

A. Any employee who is a member of the National Guard or Naval Militia of this State or of the Military or Naval forces of the United States and is required to undergo field training therein, shall be entitled to a leave of absence as provided by State Law, upon being presented to the Department Head. Such leave of absence shall not be deemed to be an interruption of continued employment.

B. Any employee may request a leave of absence without pay, not to exceed 30 continuous calendar days, by submitting in writing all facts bearing on the request to his supervisor, who will append his recommendations and forward the request to the Borough Administrator. The Borough Council will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for extension of time shall be at the discretion of the Council. Such leave of absence shall not be deemed to be a part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence. Holidays occurring at the beginning or end of an excused leave of absence are part of the absence.

C. The decision to deny the requested leave of absence shall be non-grievable.

D. An employee shall be entitled to up to 12 weeks of family care leave, in accordance with the provisions of N.J.S.A. 34:11B-1, et seq. or the provisions of The Family and Medical Leave Act of 1993, and the regulations adopted pursuant to either statute.

ARTICLE XIII
SICK LEAVE

Sick leave, with pay is hereby defined to mean a necessary absence from work due to illness, injury or exposure to communicable disease on the part of the employee.

A. Eligible Employees:

1. Each regular full-time employee of the Borough of Hillsdale shall in addition to his annual vacation be granted sick leave with pay as follows:

<u>Length of Service</u>	<u>Sick Leave</u>
0 - 12 months	1 day for each month of service
1 year and up	12 days each year

In order to encourage attendance, each full-time employee shall have the option of being paid for up to five days pay per year for unused sick days earned after January 1, 2000. such option, if elected, will be in lieu of the option to accumulate these days as unused sick leave. To be eligible for this option, a full-time employee must have 12 sick days banked as protection for serious illness before cashing in unused sick days.

2. Each regular part-time employee (12 hours per week), after six months of service to the Borough of Hillsdale shall in addition to his annual vacation be granted sick leave with pay as follows:

<u>Length of Service</u>	<u>Sick Leave</u>
6 months to 2 years of service3 days per year*
2 years of service and up6 days per year*

(*=commensurate with the scheduled work day)
Part-time employees may use one sick day as a personal day.

In order to encourage attendance, each regular, part-time employee shall have the option of being paid for up to five days pay per year of unused sick days earned after January 1, 2000. Such option, if elected, will be in lieu of the option to accumulate these days as unused sick leave. To be eligible for this option, a part-time employee must have 12 sick days banked as protection for serious illness before cashing in unused sick days.

3. Seasonal and per diem employees are not entitled to sick leave.

B. Regulations Governing Sick Leave:

1. All unused sick leave may be accumulated from year to year to a maximum of sixty (60) days, or twenty (20) year accumulated sick leave. Upon termination of service, an employee will not be compensated for accrued sick leave except upon retirement as set forth in Section XVIII - Retirement. However, any employee who has accumulated more than sixty sick days shall not lose any of those accumulated days. Days earned prior to December 31, 1996, shall be valued at the employee's salary on December 31, 1996. Days earned after December 31, 1996, shall be valued at the salary of the employee for the year in which the days were earned.
2. An absence of an employee from work for a period in excess of three (3) days because of illness must be authenticated by a signed report of a licensed physician in attendance. Such report must contain the diagnosis, a statement noting inability of employee to perform the duties connected with his or her job during the period of absence. Such report shall be submitted to the Department Head.
3. Absence on the day immediately preceding or following regular days off, or a holiday, shall be charged as two (2) days absence subject to the discretion of the Department Head.
4. Employees who enter the permanent service of the Borough before the 16th day of the month shall receive credit for the month toward sick leave.
5. Sick leave shall be charged in amounts of ½ day for an absence on a duty day for two to four hours, and a full day for over four hours.
6. Any employee who shall absent himself without leave in any month shall forfeit the accrual of sick leave for that month. This is a mandatory condition above whatever other conditions the Department Head may consider necessary for the infraction by the employee.

7. Sick leave with pay will not be allowed under the following:

- (a) If the employee, when under medical care, fails to carry out the orders of the attending physician.
- (b) If in the opinion of the Borough Medical Examiner, the employee is ill or disabled because of self-imposed contributory causes or actions occasioned by bad habits.
- (c) If, in the opinion of the Borough Medical Examiner, the disability or illness is not of sufficient severity to justify the employee's absence from duty.
- (d) If employee fails to produce report from attending physician.

8. In order to receive compensation while on sick leave, the employee shall (unless prevented by circumstances beyond his control) notify the Department Head not later than one (1) hour after the time set for him/her to begin the daily schedule.

9. A full-time employee may charge to his/her sick leave a maximum of three (3) days each year for personal reasons, not elsewhere provided in these rules, provided prior approval is secured from the Department Head, except in the event of an emergency situation. Personal days shall not be used to extend vacations.

10. Regular days off shall not be counted in computing sick leave taken.

11. In all cases of sick leave the employee, if requested by the Department Head shall submit to examination by the borough Medical Examiner and whenever such physician shall report in writing the employee is fit for duty, such sick leave shall terminate.

12. Sick leave cannot be allowed for ordinary dental care, nor for the services of an oculist for normal eye care by reason of the fact that such professional services are readily available outside of normal working hours.

13. Additional sick leave shall be granted to an employee disabled through injury or illness as a result of or arising out of his employment:

a. In case an employee is disabled, either through injury as a result of, or arising out of, her employment, as evidenced by the certificate of a physician designated by the borough or of a responsible physician, (s)he shall be granted a period of up to thirty (3) days leave with full pay before the sick leave hereinbefore specified shall begin.

b. Successive periods of sickness disability shall be counted together as one period in computing the period during which the employee shall be entitled to benefits, except that any sickness occurring after an employee has been continuously engaged in the performance of duty for thirteen (13) weeks shall be considered as a new sickness and not as part of any disability which preceded such period of thirteen (13) weeks. Should further additional leave be necessary, because of accident or sickness in the line of duty, it may be granted up to a total of one year by action of the Borough Council.

c. An employee receiving worker's compensation should only receive in addition thereto such payment from the Borough as shall be necessary to equal his normal salary or pay.

ARTICLE XV

BEREAVEMENT LEAVE

A. All full-time and part-time employees covered by this Agreement shall be entitled to three (3) workdays leave with pay upon the death of a member of their immediate family.

B. Immediate family shall include spouse, children, parents, parents of spouse, brothers, sisters of an employee or of the employee's spouse, or any member of the employee's or employee's spouse's family who resides in his home.

C. Such bereavement leave granted under (A.) above shall not be counted against the employee's vacation or sick time.

D. However, an extension of absence, under this Article may be made at the employee's option and with the consent of the Department Head and may be charged against available vacation or sick leave time, or be taken without pay for a reasonable period.

D. In the case of an unusual circumstance not specifically covered in this article, funeral or bereavement leave may be granted or extended at the sole discretion of the employee's Department Head.

ARTICLE XVI

OTHER LEAVES OF ABSENCE

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 charged against vacation time or sick leave time. The employee serving jury duty shall be paid his full wages less the amount of 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.

MILITARY LEAVE:

Military leave for employees training or servicing with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

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 such course of instruction and shall not be penalized in any way by virtue of his attendance.

Any other conference or seminar that is not covered in the paragraph above shall be approved by the Borough Clerk with not less than 72 hours (3 days) advance notice.

ARTICLE XVII

INSURANCE

HOSPITALIZATION & MEDICAL INSURANCE:

The Borough shall provide full family protection to each full-time employee performing thirty-five (35) hours work a week on a yearly basis average at no cost to said employee. Said plan shall contain major provisions at least as beneficial as the current Borough of Hillsdale Select Plan, including a maximum \$200 individual and a \$300 family deductible, 100% coverage above deductible as described for using Network Providers, a maximum 70-30 co-pay provision for services outside the Plan, with a maximum co-payment expense of \$600 per year. These benefits are described in greater detail in the Plan Booklet which will be provided to each participant.

The Borough agrees to deposit \$300 per year for each full-time employee (35 hrs. per week) and \$150 for each part-time (regularly scheduled for at least 12 hours per week) employee in a Medical Flexible spending account annually. Employees may withdraw monies from this account as prescribed by IRS regulations.

The Borough will continue to provide health benefits to a covered full-time employee who retires on an accidental disability pension.

The Borough shall make available to any part-time employee the option to acquire the above hospitalization and medical insurance at the then applicable rate to be paid by the employee.

LIFE INSURANCE:

The Borough shall maintain term life insurance of each full-time employee covered by this Agreement at a maximum of Fifteen Thousand (\$15,000) Dollars, and shall pay the full premium for the cost thereof.

DENTAL INSURANCE:

The Borough shall, at its sole expense, provide a mutually agreed upon dental insurance plan of the same type as negotiated with the Hillsdale PBA in the current contract extension-Delta Dental PBA or equivalent for all full-time employees covered by this Agreement and their families after three (3) months of employment.

ARTICLE XVIII

SENIORITY, LAYOFFS & TERMINATIONS

A. In the event the Borough deems it necessary to lay off any employees in any classification, layoffs will be based upon an employee's ability to perform the necessary duties. All factors being equal, the employees first laid off shall be those with the least seniority, but this shall not apply to employees paid or compensated from funds of any governmental agency but the Borough.

B. No permanent employee shall be laid off until all emergency temporary and provisional employees and all probationers, not including those paid or compensated from funds of any governmental agency, who are serving their working test period, holding positions in the same class, are separated.

C. Payments in case of termination of employment shall be made as follows:

- (a) Removal, discharge, lay-off or resignation - Payment to and including the last day of work.
- (b) Disability - At time of termination of accrued sick leave.
- (c) Death - Payment for the full week in which employee worked; and accrued vacation pay.

D. Payment procedures shall be as follows:

- (a) Removal, discharge, lay-off - Payment will be made on the next following pay day.
- (b) Resignation - Whenever the employee shall have given two weeks' advance notice in writing in case of voluntary separation, total payment will be made on date of termination. In case of shorter notice, payment will be made next regular pay day.
- (c) Death - Payment shall be made to estate of employee on the next regular pay day.

E. An employee who has given the required two (2) weeks advance notice is entitled to complete this period of employment, provided, however, that this shall not preclude his being discharged should his work or attitude not measure up to the normal standards expected of his position.

ARTICLE XIX
RETIREMENT

- A. Each regular Borough employee shall, as a condition of employment, be enrolled in the New Jersey Public Employees Retirement System.
- B. The employee's contribution to the System shall be deducted from the salary paid to such employee, and remitted to the State as prescribed by law.
- C. The Borough's contribution for such employee shall be as determined by the System and shall be remitted to the State in accordance with the provisions of the law.
- D. Any Borough employee having completed the required number of years of service, and having attained the specified age, may apply for retirement as provided for by the System.
- E. All information regarding the Retirement System may be obtained from the Office of the Borough Clerk.
- F. Upon authorized retirement under the retirement system, an employee shall be paid for all accrued sick leave to a maximum of sixty (60) days, or as set forth in Article XIII.
- G. Full-time employees shall have the option to take accumulated sick leave as Terminal Leave upon retirement, except Deferred Retirement, in lieu of lump sum payment for such days. Such Terminal Leave shall be contiguous with the date of retirement.

ARTICLE XX

GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department.

C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the Borough, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step One herein.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

Step One: The aggrieved or the Association shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate supervisor, and the grievance involves an alleged violation of this agreement only, the employee or the Association may present the grievance in writing within five (5) calendar days thereafter to the immediate supervisor or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The immediate supervisor or his designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance.

Step Three: If the Association wishes to appeal the decision of the immediate Supervisor, such appeal shall be presented in writing to the Borough Administrator within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Administrator shall respond, in writing, to the grievance within ten (10) days of the submission.

Step Four: If the Association wishes to appeal the decision of the Administrator, such appeal shall be presented in writing to the Mayor and Council within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor and Council shall respond, in writing, to the grievance within ten (10) calendar days of the submission.

Step Five: If the grievance is not settled through Steps One, Two, Three, and Four either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and 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. The decision of the arbitrator shall be final and binding.

F. Upon prior notice to an authorization of the Mayor, the designated Association Representative shall be permitted as members 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 Hillsdale or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed there under, 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 to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE XXI

MISCELLANEOUS

1. Clothing Allowance:

Eligible employees will receive four shirts and four pairs of pants paid for by the Borough. Employees not receiving a clothing allowance will be reimbursed up to \$25 per shirt and \$35 per pair of pants if damaged on the job.

2. Severability:

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

3. Binding Nature:

This Agreement shall be binding upon the parties and their successors or legal representatives during the terms of this Agreement set forth in Article XXII, Duration.

ARTICLE XXII

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, 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 absence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slow-down, walk out or other illegal job action against the Borough. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any such activity by any Association member shall entitle the Borough to invoke any of the following alternatives:

1. Withdrawal of Association recognition;
2. Withdrawal of dues deduction privileges (if previously granted);
3. Such activity shall be deemed grounds for termination of employment of such employee or employees.

C. The Association agrees that it will make every reasonable effort to prevent its member from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Borough, and that the Association will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association order.

E. 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, of both, in the event of such breach by the Association or its members.

ARTICLE XXIII

DURATION

This Agreement shall be effective as of and retroactive to January 1, 2000, but only if ratified by the membership of the Association and the Governing Body of the Borough, and when it becomes effective, it shall remain in full force and effect until and including December 31, 2002. After December 31, 2002, this Agreement shall continue in full force and effect until a new Agreement is executed by the parties.