

AGREEMENT

BETWEEN

BOROUGH OF HIGHLANDS

AND

UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 152

Chartered By

UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION,
CLC

TERM: January 1, 2023, through December 31, 2025

TABLE OF CONTENTS

ARTICLE I	DURATION OF AGREEMENT	1
ARTICLE II	UNION RECOGNITION	1
ARTICLE III	EMPLOYEE RIGHTS.....	2
ARTICLE IV	MANAGEMENT RIGHTS	2
ARTICLE V	RANDOM DRUG TESTING.....	3
ARTICLE VI	POSITION OF POSITIONS.....	4
ARTICLE VII	AUTHORIZED SALARY DEDUCTIONS	4
ARTICLE VIII	UNION REPRESENTATIONS.....	5
ARTICLE IX	SALARIES AND LONGEVITY.....	6
ARTICLE X	HOURS OF WORK.....	7
ARTICLE XI	OVERTIME.....	7
ARTICLE XII	HOLIDAYS	7
ARTICLE XIII	VACATIONS	8
ARTICLE XIV	SICK LEAVE	9
ARTICLE XV	OTHER LEAVES OF ABSENCE.....	10
ARTICLE XVI	PERSONAL DAYS	11
ARTICLE XVII	SENIORITY	11
ARTICLE XVIII	UNIFORM ALLOWANCE.....	11
ARTICLE XIX	INSURANCE AND MISCELLANEOUS BENEFITS	11
ARTICLE XX	PROBATIONARY EMPLOYEES.....	12
ARTICLE XXI	DISCIPLINE.....	12
ARTICLE XXII	GRIEVANCE PROCEDURE.....	13
ARTICLE XXIII	NO STRIKE PLEDGE	14
ARTICLE XXIV	SEVERABILITY OF THE AGREEMENT	15
ARTICLE XXV	TERM AND RENEWAL	15

ARTICLE I
DURATION OF AGREEMENT

This Agreement shall be effective from January 1, 2023, and shall continue in full force and effect through December 31, 2025.

ARTICLE II
UNION RECOGNITION

A. The Borough hereby recognizes the Union as the sole and exclusive representative for collective negotiations concerning terms and conditions of employment for all full-time permanent and provisional supervisory employees of the Borough of Highlands, New Jersey, who serve in the job titles set forth below:

All employees working in job titles which are not specifically listed below are excluded from the unit. Recognized job titles include:

Zoning Officer P/T
Property Maintenance Officer
Code Enforcement/Fire Inspector
Tax Assessor P/T
Tax Collector P/T
Supervisor of Recreation
Building Sub-Code Official P/T
Public Works Superintendent

B. The phrase "supervisory employees" is used for descriptive purposes only in this agreement.

C. The Borough and the Union agree that all managerial executives, including the Borough Business Administrator; all confidential employees, including the Borough Clerk, and Director of Finance; all police employees; all firefighters shall be excluded from the Unit.

D. In the event that the Borough establishes a new job title and/or position, it shall notify the Union and provide the Union with a copy of the applicable job description within thirty (30) days. Should the Union determine that the new position might appropriately be included in the negotiations unit, it shall notify the Borough in writing within thirty (30) days of the date of the Borough's notice to it and seek an agreement to add that position to the Recognition Article. In the event that the parties cannot reach an agreement on the inclusion of a new position in the negotiations unit, the Union may initiate an appropriate Petition before the Public Employment Relations Commission ("PERC").

E. Unless otherwise indicated, the terms "Employee" or "Employees" shall refer to all persons represented by the Union in the previously described negotiations unit. The use of a masculine pronoun shall be understood to refer to both male and female member of the negotiations unit.

F. Any part-time employee who has 90 days of service with the Borough and becomes full time shall have no waiting period for benefits. In addition, part-time employees sick, vacation and personal days shall begin accumulating after ninety (90) days or as otherwise provided by law.

ARTICLE III **EMPLOYEE RIGHTS**

A. The Borough hereby agrees that every eligible employee shall have the right freely to -organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Borough agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyments of any right conferred by N.J.S.A. 34: 13A-5 I fil or other laws of the State of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee by reason of membership, participation, collective negotiations, grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment due to Union activities. The Borough does, however, retain the right to restrict Union activities to the employee's non-work time, it being the intention of this agreement that Union employees not be paid for time spent on Union activities. If, however, a grievance hearing (other than a mediation hearing) is scheduled by the Borough Administrator during the employee's work time, the employee shall be compensated for the time spent at such a meeting or hearing.

B. It is further agreed that the Union shall not discriminate against any employee because of race, creed, color, sex, national origin, or political affiliation.

ARTICLE IV **MANAGEMENT RIGHTS**

A. 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:

1. To the executive management and administrative control of the Borough and its properties and facilities and the activities of its employees.

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only 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 and Ordinances of the Borough of Highlands. Such powers of the Borough shall be limited by the Statutes of New Jersey governing Public Employee Relations (PERC) and any amendments thereto enacted during the term of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its power, rights, authorities, duties and responsibilities under Title 40; N.J.S.A. and Title 11. N.J.S.A.1 or any other national, state, county or local laws or ordinances

D. The Employer shall establish reasonable and necessary rules of work and conduct for employees. All work rules shall be equitably applied by the Employer. Prior to the implementation of any new work rules, or changes to any existing work rules that impact terms and conditions of employment, the Borough shall provide the Union with fifteen (15) days' notice of any new or proposed changes, the Union may request a meeting within ten (10) days of such notice and , if done so, the parties shall meet to discuss as soon as is practicable. If the union requests a meeting, no changes will be implemented until after the meeting takes place.

ARTICLE V
RANDOM DRUG TESTING

1. The Borough and the Union agree that the Borough and the Union members deserve a safe and drug-free work environment. These needs are particularly important considering the vehicles and equipment being used by the Borough employees and the handling of cash. In order to ensure the same, the Borough shall be entitled to perform random drug testing, provided the same is not done more frequently than three (3) times in one calendar year.

2. Random selection will be done by "bucket draw" at which drawing a Steward will be present for the insertion of the names and the drawing of the names, though the physical drawing will be done by a member of the Borough administrative staff. Actual testing will be scheduled and done on Borough time and at the Borough's expense. All persons whose names are selected in the bucket draw shall report for testing at the time scheduled by the Borough.

3. At the time samples are given by the employee, an additional sample shall be provided to the Union.

4. If the test results in a positive or false positive result, there will be a retesting. Positive or false positive results refer to the test result indicating the presence of a controlled dangerous substance as defined by N.J.S.A. 2C:35-2 or its immediate precursor in Schedules I through V.

ARTICLE VI
POSTING OF POSITIONS

In the event the Borough creates full-time positions, it shall post the job for seven (7) business days at each time clock location.

ARTICLE VII
AUTHORIZED SALARY DEDUCTIONS

A. The Borough, in compliance with N.J.S.A. 52: 14-25.9a, agrees to the following conditions:

1. Upon receipt of a duly signed authorization from each individual employee, the Borough shall deduct monthly membership dues and initiation fees. Remittance of deductions shall be as directed by the authorization.

2. The amount of monthly dues and initiation fees will be certified in writing by the Union and the amount shall be uniform for all members.

3. No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Borough, through error or oversight, failed to make deduction in any monthly period.

4. Dues deducted from employee's pay will be transmitted monthly as directed after the deductions have been made, together with a list of names showing employees for whom deductions have been made.

5. A new dues deduction authorization card will automatically cancel any prior deductions authorization on file with the Borough.

6. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands; suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon the salary deduction authorization cards submitted by the Union to the Borough.

7. Pursuant to State Law governing "Agency Shop", the Borough will forward in the manner set forth herein, to the Union, eighty-five percent (85%) of the prevailing monthly

dues for each employee who has not submitted a duly signed authorization. Such payment will represent a legal deduction from each affected employee's wages.

8. The Borough agrees to inform all newly hired employees who are eligible to join the Union, that they may join the Union sixty (60) days thereafter.

ARTICLE VIII UNION REPRESENTATION

A. Designated representatives of the Union may enter Borough facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representatives enter Borough facilities or premises, it will request such permission from the Chief Administrative Officer and such permission will not be unreasonably withheld provided there shall be no interference with the normal operations of the business of the Borough government or the normal duties of its employees.

B. The Borough agrees to provide reasonable bulletin board space for the posting of notices or information by the Union or its members which postings shall require prior approval of the Borough Administrator, which approval shall not be unreasonably withheld.

C. The Union may, subject to the advance approval of the Chief Administrative Officer, use the Borough facilities for Union activities such as meetings, provided that such activities are scheduled outside of regular working hours and do not interfere with the conduct of Borough business. Approval for Union use of Borough facilities shall not be unreasonably withheld.

D. The Borough agrees that one (1) member of the Union shall be granted up to one (1) day per year of leave without loss of pay to attend Union conventions and meetings. The Union shall give reasonable advance notice to the Chief Administrative Officer of the date on which such leave will be taken and the identity of the individuals who will take it.

E. Local Union representatives who participate, on behalf of the Union, in negotiations and/or the processing of grievances at times mutually agreed upon by the Borough and the Union shall be granted time off without loss of pay for such purposes. Short discussions (meaning five (5) or ten (10) minutes) shall be regularly permitted for any Union member or representative to discuss problems with the Borough Administrator without having any dockage of pay. Similar short discussions between a steward and an employee shall be permitted to resolve minor problems or grievances without the dockage of pay, so long as such permission is not abused.

ARTICLE IX
SALARIES AND LONGEVITY

A. The scheduling of pay day shall continue in accordance with established administrative practice. Employees who wish to receive paychecks, which normally would be distributed during the course of a vacation, prior to leaving on vacation shall request such early payment, in writing, from the Borough, at least thirty (30) days prior to the scheduled start of the vacation period.

B. Employees who anticipate absence from work on pay day may receive their paychecks on the day prior to pay day provided they submit request for such early payment in writing.

C. Effective January 1, 2023, all employees in the bargaining unit shall have their base salary increased by 3.0% across-the-board.

Effective January 1, 2024, all employees in the bargaining unit shall have their base salary increased by 3.0% across-the-board.

Effective January 1, 2025, all employees in the bargaining unit shall have their base salary increased by 3.0% across-the-board.

D. In addition to the salary or wages agreed upon earlier in this section full-time members receiving longevity on January 1, 2015 shall be frozen at the dollar value received on January 1, 2015. Further:

1. In no event shall any employee receive more than five thousand (\$5,000.00) dollars supplement for longevity.

2. Longevity pay will be spread over the pay periods of the employee during the twelve (12) month contract year.

3. No person who was hired after January 1, 1996 shall be entitled to receive any longevity benefit.

4. For the duration of this contract, if an employee is required to appear in any Court, judicial or administrative proceeding in connection with duties in the department on his day off, time off, or vacation day, he shall be paid for the hours so spent at the employee's hourly rate. When required attendance, as aforesaid, there shall be guaranteed a minimum time of two (2) hours compensation.

ARTICLE X
HOURS OF WORK

A. The regular work day shall be an eight (8) hour day with one hour off for lunch.

B. Except as specified below, the regular work week shall consist of five (5) regular work days totaling forty (40) hours, inclusive of lunch, twenty (20) hours for part-timers. The scheduling of lunch shall be in accordance with the practice of the various departments as it existed before the initiation of negotiations.

C. Although the standard work week shall be from Monday through Friday and the standard work day shall commence at 8:30 a.m., and runs until 4:30 p.m., except for part-timers, management reserves the right, upon prior notice to affected employees, to establish alternative work schedules as circumstances require and as it may deem appropriate.

D. Management may require employees to be in attendance for work on any day or days, or at any hour, whenever it is determined that a public exigency or emergency requires.

E. The Borough will pay an additional salary to those employees who are asked to perform any additional duties not in their job description or in assuming additional duties for a position that was once held by an individual being paid for the same position.

ARTICLE XI
OVERTIME

A. The Borough has the right to schedule overtime work as required in a manner most advantageous to the municipality and consistent with the requirements of the Borough, the public interest and applicable law.

B. Overtime opportunities will be distributed as equally and practically among employees in the same department and shift, provided that the employee is qualified to perform the work available during the overtime hours.

ARTICLE XII
HOLIDAYS

A. The Borough agrees to guarantee to all of the employees the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, though no work is performed on those days.

New Year's Day
Martin Luther King's Day
President's Day

Independence Day
Labor Day
Veteran's Day

Good Friday
Memorial Day
Juneteenth

Thanksgiving Day
Day After Thanksgiving
Christmas

B. An employee called in to work on a holiday shall be paid for such at one and one half (1/2) times the employee's regular rate plus the holiday pay.

C. If a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Chief Administrative Officer. Employees who are compelled to work on shifts or on individual assignment shall observe the actual date of the holiday under this Section.

D. If a holiday falls within the vacation period of an employee, the employee shall receive an additional day of vacation.

ARTICLE XIII **VACATIONS**

A. Full time employees shall be granted vacation leave without loss of pay if earned each calendar year in accordance with the following schedule:

1. Subject to the conditions in Section B below, twelve (12) working days up to ten (10) years of continuous service.

2. After ten (10) years of continuous service and up to twenty (20) years of continuous service, fifteen (15) working days.

B. Permanent part time employees are eligible for vacation leave on a pro-rated basis. Temporary or seasonal employees shall not be eligible for vacation leave. New, probationary and provisional employees shall be entitled to one working day of vacation leave for each month of service completed, which cannot be taken until after six (6) months of employment.

C. All vacation must be posted on the bulletin board, according to seniority, no later than January 15th of each year approval of vacations request will be made within five (5) working days. Unless the employee receives written notification to the contrary, vacation approval will be automatic.

D. No employee shall carry over more than ten (10) days' vacation into the next year and may carry over vacation days only with the written approval of the Borough Administrator.

E. When requested, vacation pay may be granted on the last working day before the employee's first vacation day.

F. At the time of separation from employment with the Borough, an employee shall be entitled to pay for any full day's vacation and compensatory time which has accrued but not taken.

G. In the event of the death of an employee, payment for accrued but unused vacation and compensatory time shall be made to the employee's estate.

ARTICLE XIV SICK LEAVE

A. Within the first calendar year of service, an employee shall receive one (1) working day of sick leave with pay for each month of service from the date of initial employment up to and including the first anniversary day of employment.

B. After the first year of employment each employee shall receive fifteen (15) days of sick leave with pay for each year of employment thereafter.

C. Sick leave not taken shall accumulate to the employee's credit from year to year and such employee shall be entitled to such accumulated sick leave with pay as needed.

D. When an employee retires, he shall be entitled to payment for his accumulated but unused sick leave at the rate of his daily rate of pay. The retiring employee shall, if possible, advise the Chief Administrative Officer of the Borough of the employee's intention to retire by July 1st of the year preceding retirement so that budgetary provisions can be made. In the event that timely notice is not provided, the Borough shall reserve the right to delay payment until the year following the year in which retirement occurs.

E. Sick leave payout reimbursement will be capped at \$7,500.00. Any person who has accrued a sick leave cap exceeding that amount as of August 15, 2012 shall be grandfathered and retain that time accrued, but may not accrue any additional time.

All employees will be eligible to sell back up to five (5) sick days per year. Payment for the unused sick days shall be made in January of the subsequent year.

F. In the event of an employee's death, payment for unused accumulated sick leave shall be made in accordance with the provisions set forth above to the employee's beneficiary as indicated on the employee's Public Employment Retirement System Retirement Form.

G. Except as otherwise provided herein, the State of New Jersey's Civil Service statutes and regulations shall govern sick leave.

H. The Borough at its sole option, may require a doctor's note in any of the following instances:

1. When the employee is sick for five (5) consecutive work days or more.
2. When an employee has used all fifteen (15) sick days before the end of the contract year.
3. When there is a documented pattern of abuse.

ARTICLE XV
OTHER LEAVES OF ABSENCE

A. Bereavement Leave

1. Employees shall be eligible to receive up to a maximum of five (5) days leave with pay in the event of a death of a member of the employee's immediate family. The five (5) days are limited to the five (5) work days immediately following the death of the family member or five (5) work days ending two (2) days after the funeral at the employee's option.

2. For purposes of this Section, "immediate family" is: mother, father, mother-in-law, father-in-law, husband, wife, son, daughter, brother, sister, grandparents, stepmother, stepfather, stepchild.

3. The employee shall receive time off with pay on the day of the funeral for a brother-in-law, sister-in-law, aunt or uncle (meaning the employee's parent's sibling).

B. Jury Duty

Jury duty leave shall be granted to any employee summoned to jury duty or as a witness on behalf of the Borough. Eligible employees shall receive full pay at the regular rate less any court compensation received during such period while absent from the Borough's employ. Prior notice must be given to the Chief Administrative Officer of the Borough and evidence of jury summons and proof of court appearance must be provided before any payment shall be made.

C. Workers' Compensation Injury

Employees sustaining a workers' compensation compensable injury shall receive full salary during their absence for a maximum of four (4) weeks. Provided, however, that any employee engaging in any gainful employment during that period shall forfeit all salary for the entire period of absence.

ARTICLE XVI
PERSONAL DAYS

Employees shall be entitled to up to three (3) days of personal leave without loss of pay per year, such leave to be scheduled outside of regular working hours. Applications for personal leave shall be made to the appropriate Department Head (and in the case of Department Heads or Directors, to the Chief Administrative Officer) sufficiently in advance to permit review and approval. Except for emergency situations, applications for personal leave shall be made at least twenty-four (24) hours prior to the intended date for the leave.

ARTICLE XVII
SENIORITY

The Borough shall comply with Civil Service rules regarding seniority.

ARTICLE XVIII
UNIFORM ALLOWANCE

A. Effective with the ratification and execution of this Agreement, the Department of Public Works Superintendent shall receive a clothing maintenance allowance of \$400.00 per annum. Payment of the clothing maintenance allowance will be made at approximately the same time as the first payroll of December in each year.

B. If any clothing is damaged due to a work related issue by the bargaining unit members, the Borough will pay for the expense to clean or repair the garments.

ARTICLE XIX
INSURANCE AND MISCELLANEOUS BENEFITS

A. The Borough shall continue to provide hospitalization and major medical insurance to all regular full-time employees. Coverage shall be based upon policy provisions (dependent upon marital and dependent status in various policies). "Family" is defined as the employee; spouse of the employee; and/or child of employee up to age twenty-six (26) who is residing in the employee's household, providing the child is neither married nor in the military service.

B. The Borough shall continue to provide dental insurance for all regular full-time employees and their families. Families shall be defined as in A. above.

C. The Borough reserves the right to substitute new medical or dental insurance plans for those currently in existence, provided that such new plans provide substantially similar coverage. Any such new policy may provide for a decrease in the ages for dependent coverage, providing such decrease is minor.

D. Effective with the ratification and execution of this Agreement, employees who are required to use their personal automobile in connection with the Borough's business shall be compensated at what is set by the I.R.S.

E. All employees shall have the option of either retaining the current Borough insurance plan or one through the same carrier which contains "managed care" provisions.

F. Employees shall contribute to health insurance in an amount equal to that required by State Law (P.L. 2011, c.78).

G. Any entitlement to post-retirement medical insurance benefits shall be in accordance with the Borough Ordinance in effect at the time of retirement of the employee.

ARTICLE XX **PROBATIONARY EMPLOYEES**

A. All newly hired employees, except temporary employees, shall remain in a probationary status until completion of ninety (90) calendar days of employment from the date of hire. The Borough has the right to extend the probationary period for an additional ninety (90) days, providing the Borough gives notice to the employee of its decision to extend the probation period and the reason for the Borough's hesitation in making the employment permanent. To be effective, such notice must be given to the employee before the initial ninety days expire. Upon completion of the probationary period, all employees shall enjoy seniority status from the date of hire, shall receive all wages and benefits in accordance with the provisions of this Agreement, and shall be subject to all other terms and conditions set forth herein.

B. Discharge or other disciplinary action against probationary employees shall be governed by the provisions of the Civil Service statutes.

ARTICLE XXI **DISCIPLINE**

A. No employee, other than a probationary employee, shall be disciplined without just cause. For the purpose of this Article, discipline is defined to include actions such as reprimand, suspension and discharge.

B. Notwithstanding any other provision of this Agreement, it is agreed and understood by the Borough and the Union that the employment of employees who are members of the Unclassified Civil Service, and whose employment is approved for a fixed term or who serve at the pleasure of the Mayor and Council, shall be excluded from the use of the contractual grievance procedure on disciplinary matters involving them. In addition, any management decision not to extend the term of employment of a member of the unclassified Civil Service such as a Department Head shall not be subject to the contractual grievance procedure.

ARTICLE XXII
GRIEVANCE PROCEDURE

A. **General**

It is recognized that a complaint may arise between the Borough and the Union, or between the Borough and any one or more employees concerning the meaning or application of, or compliance with, any section of this Agreement. The Borough and the Union earnestly desire that such complaints or grievances shall not be interruptive, and morale of the employees shall not be impaired. Accordingly, a procedure for grievance of any such complaints which arise will be kept as informal as may be appropriate, as outlined hereinafter. Nothing contained 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 departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

B. **Procedure to be Followed**

The Union and the Borough agree that the settlement procedure shall be the sole and exclusive method available for adjusting employee complaints, except such additional methods as are provided in Civil Service regulations. If any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article. Pending such a settlement, all employees shall carry out their assignments as directed by the Borough and their supervisory officers. If an employee refuses to follow the settlement procedure herein, such other action shall constitute a violation of this Agreement and shall make the employee and all employees participating in such violation subject to immediate discharge or other discipline, at the direction of the Borough, subject to the provisions of the Civil Service regulations. A grievance shall be settled in the following manner:

Step One: The aggrieved shall institute action within five (5) work days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure of the Union or the employee to act, within the said five (5) workdays shall be deemed to constitute an abandonment of the grievance.

Step Two: If the response is not settled at the first step, the grievant may make written request for a second step meeting within five (5) work days after the response at the first step. The Administrator shall schedule a meeting to be held within ten (10) regular work days after receipt of the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the grievance, the Administrator and the Union Representative if requested by the grievant. The Administrator's response to the second step shall be delivered to the Union within ten (10) regular work days after the meeting.

Step Three: If the grievance is not settled at the second step, the grievant may make a written request for a third step meeting within five (5) work days after the response at the second step. The Administrator shall then schedule a meeting to be held within ten (10) regular work days after receipt of the request or for such other time as is mutually agreeable. Said third step meeting shall involve the grievant, the Administrator and the Union's business representative. The Administrator's response to the third step shall be delivered to the Union within ten (10) regular work days after the meeting.

Step Four: In the event the grievance is not resolved to the satisfaction of the Union or the Borough, it may be taken to binding arbitration in the following manner:

Within ten (10) work days after the completion of Step Three, the Union or the Borough may request the New Jersey Public Employment Relations Commission to appoint a mediator, who shall have full power to resolve the dispute between the parties, and his decision shall be final and binding to all parties. The mediator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of hearing.

Failure of the grievant to proceed to any subsequent step shall be deemed an abandonment of the grievance.

The parties shall share equally in paying the mediator's fees and expenses. Each party shall be solely responsible for any other costs it may incur in connection with the mediation, including fees for witnesses.

ARTICLE XXIII **NO STRIKE PLEDGE**

A. It is understood that there shall be no strikes, sitdowns, slowdown, work stoppage or limitations upon activity of production during the life of this Agreement, nor shall any employee representative or official of the Union authorize, assist, take part in or encourage any such strike, sitdown, slowdown, concerted failure to report for duty, work stoppage or limitation upon production against the Borough. The Union shall not be held liable for unauthorized acts of its members provided the Union orders all who participate in such activity to cease and desist from same immediately and to return to work and takes such other action as may be necessary under the circumstance to bring about compliance with its orders.

B. The Borough reserves the right to discipline or discharge any employee or employees who violate the provisions of this Article.

C. The Borough agrees that there will be no lockout of bargaining unit members during the term of this Agreement.

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

ARTICLE XXIV
SEVERABILITY OF THE AGREEMENT

A. In the event that any part of this Agreement is found to be illegal by any court of law or by a Federal or State Administrative Agency, then it is distinctly understood that the remainder and balance of this Agreement shall remain in full force and effect for the term of the Agreement and that such finding shall not affect the remainder of this Agreement. For this purpose, the provisions of this Agreement shall be severable and the illegality of one shall not make the remainder of the Agreement null and void. If, however, one or more provisions of this agreement is invalidated, and the remaining provisions create an inequity as the result of the invalidation of other provisions, each party reserves the right to compel the other to negotiate the clauses in the agreement which are directly affected by the invalidated provisions(s).

B. Similarly, a Legislative Act or Governmental Regulation or Order affecting any particular provision of this Agreement shall supersede only the specific portion of the Agreement affected thereby.

C. Nothing herein shall be construed to deny any employee his rights under Title 11, N.J.S.A. (Civil Service).

ARTICLE XXV
TERM AND RENEWAL

A. This Agreement shall be in full force and effect as of January 1, 2023, and shall remain in effect to and including December 31, 2025.

B. In the event the Affordable Care Act excise tax Cadillac insurance plans becomes effective during the life of this contract, the parties agree to reopen salary and benefit terms of this contract only for the last year of the contract (2022).

C. This Agreement shall continue to full force and effect from year to year thereafter, unless and until a new contract is negotiated between the parties, or new terms are ordered as a result of the mediation process.

D. The said notifications shall be sent to the Borough and Union or their successors who are signatories to this Agreement. If as notification is sent as aforesaid, and if the terms of any new Agreement are not reached until after the expiration date of this Agreement, those terms finally agreed to shall be retroactive to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at the Borough of Highland, Monmouth County, New Jersey on this ____ day of _____, 2023.

BOROUGH OF HIGHLANDS

By: _____

UFCW LOCAL 152

By: _____

By: _____