

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOROUGH OF PARK RIDGE

AND

THE UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU)

**NON SUPERVISORY ROAD DEPARTMENT, VEHICLE MAINTENANCE
DEPARTMENT AND BUILDING AND GROUNDS DEPARTMENT
EMPLOYEES**

PERIOD COVERED: January 1, 2015 through December 31, 2018

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PREAMBLE

The Agreement entered into this _____ day of _____, 2015 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 United Public Service Employees Union, hereinafter called the "Union," represents the complete and final understanding on all issues subject to collective bargaining between the Borough and the Union.

ARTICLE I UNION RECOGNITION

1. The BOROUGH recognizes the UNION as the sole and exclusive representative for the purpose of collective negotiations with respect to all negotiable items of employment for all regularly employed non-supervisory Road Department, Vehicle Maintenance Department, and Building and Grounds Department employees of the Borough of Park Ridge. Excluded are Managerial Executives, confidential employees, and Supervisors within the meaning of the Act: Professional employees, craft employees, police, casual employees, and all others employed by the Borough of Park Ridge.
2. 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.
3. The BOROUGH agrees that it will not enter into any contract or memorandum of agreement with anyone but the UNION 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 be included within the UNION'S jurisdiction. Both parties agree to meet at the request of the UNION to fix the job compensation for the new job classification. Nothing contained herein shall prohibit either party from pursuing their rights under the Public Employee Relations Act dealing with unit clarification.
4. The duly authorized negotiating agent of either the BOROUGH or the union is not required to be an employee of or connected with the BOROUGH.
5. As used in this Agreement, the term "provisional employee" shall mean any bargaining unit employee who has not been certified by the New Jersey Department of Personnel (NJDOP) as a permanent employee. Upon certification and completion of a ninety (90) day working test period, the employee shall become a "permanent" employee with seniority status from his original date of hire.
 - a. Upon hiring of a new employee, the Borough will notify the New Jersey Department of Personnel to recommend an examination of a provisional employee after having worked ninety (90) calendar days. A copy of the notification to NJDOP shall also be given to the employee and the shop steward.
6. As a provisional employee the employee may be summarily disciplined or dismissed by the BOROUGH without challenge and as allowed by law. However, the UNION may represent such

employee on the handling of grievances, other than those relating to dismissal or subject to the New Jersey Department of Personnel law.

7. No permanent employee shall be transferred, reassigned, reclassified or demoted by the BOROUGH without just cause.

8. 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 UNION 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 enjoyment of any rights conferred by the New Jersey Employer-Employee 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 UNION, and its affiliates 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.

ARTICLE II DUES DEDUCTIONS

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

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the UNION shall 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 the letterhead of the UNION advising of such changed deduction.

C. The UNION shall indemnify, defend and save the BOROUGH harmless against any and all claims, demands, suits or other forms of liability including counsel fees that shall arise out of or by reason of action taken by the BOROUGH in reliance upon salary deduction authorization cards submitted by the UNION to the BOROUGH or in reliance upon the official notification on the letterhead of the UNION and signed by the UNION advising of such changed deduction or for collection of representation fee as described in Article 2, Paragraph H.

D. A written dues authorization may be withdrawn in accordance with N.J.S.A.52:14-15.9(E) as amended, or may be amended.

E. The BOROUGH agrees to remit to said UNION all such deductions monthly for which such deductions are made. The BOROUGH shall deduct dues from the employee's vacation payments for employees who are on vacation during the week in which the UNION 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 dues remittance a report listing all seniority employees alphabetically and the amount of dues, if any, deducted for each employee.

G. The Secretary/Treasurer of the UNION shall be notified monthly when an employee attains seniority status.

H. AGENCY SHOP REPRESENTATION FEE

Employees who voluntarily refuse membership into the Union must pay 85% of the fixed amount for initiation fee and monthly dues for representation services required by law to be performed by the Union as the collective bargaining agent.

I. PAYMENT OF FEE

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

**ARTICLE III
COLLECTIVE NEGOTIATING**

1. Collective negotiation, with respect to rates of pay, hours of work and/or conditions of employment, shall be conducted by the duly authorized bargaining agent of each of the parties. Up to two (2) additional representatives of each party shall participate in collective negotiating meetings.

2. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either the BOROUGH or the UNION.

3. Employees of the BOROUGH who may be designated by the UNION to prepare for and/or 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 with compensation by the BOROUGH if such meetings or proceedings are conducted during their regular work hours. The UNION shall furnish the BOROUGH the names of its representatives and the alternates and will notify the BOROUGH of any changes.

The UNION or their authorized replacements in their absence shall have the right to communicate with the BOROUGH or other members of the Union during normal working day for the purpose of UNION business, subject to notification of the representative's general supervisor or the Director of Operations, which permission shall not be unreasonably withheld.

**ARTICLE IV
DATA FOR FUTURE BARGAINING**

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

2. The relevant data, noted above, shall include but shall not be limited to such items as salaries and benefits enjoyed by other BOROUGH personnel, the cost of various insurance and other programs, information concerning overtime work, the total number of sick leave days utilized and other data of a

similar nature. Nothing herein contained shall be deemed to give the UNION the right to view any individual personnel file or files, nor any other confidential information. The intent of this subparagraph is to make available to the UNION statistical data concerning the above information.

**ARTICLE V
MANAGEMENT RIGHTS**

1. The BOROUGH hereby retains and reserves unto itself 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 execute, manage and administer the operation 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.
2. Except as otherwise herein contained, the BOROUGH preserves its rights, responsibilities and authority under N.J.S.A. Titles 11, 34, 40 and 40A, or any other national, state, county or applicable laws.
3. In the exercise of its prerogatives as set forth above, the BOROUGH shall not violate any legally enforceable provisions of this Agreement.

**ARTICLE VI
NO STRIKE PLEDGE**

The UNION covenants and agrees that during the term of this Agreement neither the UNION 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 UNION 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 or 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 of the UNION, its members, or any person acting on its behalf.

ARTICLE VII GRIEVANCE AND ARBITRATION

1. PURPOSE

The purpose of this procedure is to secure at the lowest possible level and at the earliest time an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement including resolution of grievances as soon as possible so as to assure efficiency and promote employee morale.

2. DEFINITION

The term grievance as used herein means any controversy arising over the interpretation, application or violation of this Agreement and of those policies, agreements or administrative decisions which affect the negotiable terms and conditions of employment of employees covered under this Agreement and be raised by an individual, the UNION or the BOROUGH. 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.

3. STEPS OF THE GRIEVANCE PROCEDURE

STEP ONE:

The aggrieved employee or employees shall first take the grievance up with the shop steward, who in turn will take the grievance to the supervisor in charge. Employees shall have the Shop Steward present at any grievance proceeding. Grievances must be submitted to the supervisor in charge within five (5) working days after the occurrence of such grievance. Failure to act within said five (5) working days is an abandonment of the grievance. If a satisfactory settlement is not reached with the supervisor in charge within three (3) working days after receipt of the employee's grievance, then the employee shall submit such grievance to the UNION'S representative in writing.

STEP TWO:

Within three (3) working days of the supervisor's written answer, the matter shall be referred by the officer of the UNION to the Director of Operations and/or Borough Administrator or other executive of the BOROUGH with authority to act, who shall review the alleged grievance and offer a decision in writing within three (3) working days after receipt.

STEP THREE:

Within five (5) working days after an unsatisfactory resolution at Step two, the UNION representative shall inform the Borough Administrator to schedule the grievance before a Committee of the Board of Public Works or its designated representatives, which will hear the grievance within seven (7) calendar days of the notification. The Board or its representatives committee shall communicate its decision to the Union Representative, Shop Steward and the employee by no later than three (3) days after their meeting. The grievant and/or Union need not attend the meeting.

Upon the failure of the BOROUGH to meet the time limits prescribed in the grievance procedure, the UNION shall have the right to proceed immediately to the next step of the procedure.

The time limits Prescribed above shall be followed except when mutually extended by the parties.

4. **ARBITRATIONS:**

Any grievance or difference which cannot be adjusted between the parties may be submitted to arbitration upon notice of either party to the other of failure to agree under Section 3 above as follows:

1. The matter or matters in dispute shall be submitted to an arbitrator who will be selected in each case in advance by the UNION and the BOROUGH in accordance with the rules set forth by the American Arbitration Association. The costs in connection with any arbitration shall be paid half by the BOROUGH and half by the UNION. The decision by the Arbitrator shall be final and binding upon the parties and shall be rendered in writing with reasons therefore within thirty (30) days after the close of the hearings.
2. The Arbitrator shall not have the power to add to, modify, or change any of the provisions of this agreement.
3. In the event that more than one issue is submitted to arbitration at one time, either party shall have the right to insist that the issues be arbitrated separately and by different Arbitrators.

**ARTICLE VIII
WORKING HOURS**

1. All employees, except those in the Department of Buildings and Grounds, shall work a five (5) day week from Monday through Friday. Buildings and Grounds employees' shall work either a five day week from Monday through Friday, or Tuesday through Saturday, as scheduled. The scheduled hours shall remain constant for the duration of this contract. All departments shall work from 7 a.m. to 3:30p.m. with one-half hour for lunch.
2. The regular work week includes 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. All employees will receive rest periods of twenty (20) minutes in the morning and fifteen (15) minutes in the afternoon of each full day worked. The times for such rest periods shall be fixed by the Department Head and/or the Borough Administrator.
4. Because CDL licenses cannot be renewed via the mail, the Borough will allow the UNION employees to leave at 1:30PM for the purpose of renewing the license. Employees must provide at least three days' notice so the supervisor can coordinate the schedule.

**ARTICLE IX
WAGES**

A. **PAYMENT:**

1. All employees shall be paid bi-monthly, before noon on the 15th and 30th of each month. If it should

fall on a Saturday or Sunday employees shall be paid on the Friday before, and if it falls on a Friday, employees shall be paid on the last regular workday preceding Friday, and if payday is a holiday, on the last regular workday preceding payday.

B. SALARY STEPS:

1. New employees shall be placed upon the salary step guide as shown in "Schedule A" attached hereto in accord 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.
2. Placement on the salary step guide when an employee is promoted to a higher job classification shall be made in accordance with this paragraph.

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

C. BASE SALARIES:

1. The base salaries for the calendar years 2015 through 2018 shall be as set forth in "Schedule A" annexed hereto.
2. The base annual salary for 2015 is deemed to be retroactive to January 1, 2015 and any monies due employees by virtue of this clause, shall be paid as soon after the execution of this Agreement as practicable.
3. The base annual salaries, as shown for each position shall be payable to said employees immediately on appointment to said position (and shall be retroactive to the commencement of work in the new position) and on such employee's anniversary dates as applicable. Notwithstanding the foregoing, employees promoted to new positions, shall be on probation for the period required by NJDOP rules and shall not receive the new base salary unless such promotions are made permanent within said probationary period. The anniversary date for persons who are made permanent shall be the date they commenced their probationary period.
4. For employees residing in the State of New York, the Borough will deduct New York State taxes from each pay check and forward them to the appropriate state office.
5. Members of the Road Department shall be eligible, by seniority, to attend schooling toward licenses or certifications for pesticides and welding. A Labor-Management Committee will determine the eligibility, types of licenses or certifications and stipend to be paid.
6. Effective January 1, 2015 all employees holding a Class B CDL license shall be entitled to an annual stipend in the sum of \$2,000.00. Effective January 1, 2015 all employees holding a Class A CDL license shall be entitled to an annual stipend in the sum of \$2,500.00. An employee shall only be entitled to receive one CDL stipend.

**ARTICLE X
LONGEVITY**

- A. The longevity schedule for employees employed as of the signing of this agreement shall be as set forth on Schedule "B" of this agreement.
- B. Payment for longevity shall be a part of regular bi-weekly pay if such option is chosen as below.
- 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. Effective upon the signing of this Agreement newly hired employees shall not be eligible for longevity under the Agreement.

**ARTICLE XI
HOLIDAYS**

- 1. All employees shall be entitled to thirteen (13) paid holidays per year:

New Year's Day	Independence Day	Day after Thanksgiving
Good Friday	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Five (5) Floating Holi days

- 2. The aforementioned floating holidays are in lieu of Lincoln's Birthday, Washington's Birthday, Columbus Day, Election Day and Veteran's Day. Floating holidays are not to be carried over into the next year. The employee must provide reasonable notice to their supervisor of their intention to take a floating holiday. The BOROUGH agrees not to unreasonably deny the requested floating holiday. If a personal emergency arises, an employee may request deny the requested floating holiday. If a personal emergency arises, an employee may request the following workday as his floating holiday, provided another employee is not already scheduled off in the unit and/or provided the Director of Operations, in his discretion, can permit two employees off simultaneously.
- 3. Holidays which fall on a Saturday shall be observed on a Friday. Holidays which fall on a Sunday shall be observed on a Monday.
- 4. When called out for work on a paid holiday, an employee shall be paid, in addition to his regular holiday pay, the overtime rate as established. Employees called out on Christmas, Thanksgiving, Easter or July 4th shall be compensated at a rate of double time.
- 5. Notwithstanding the foregoing holiday schedule, no employee shall be paid for such holiday unless he shall have worked the day before and the work day after such holiday unless the employee's absence is due to legitimate cause or on vacation.

ARTICLE XII VACATION

1. The vacation allowance shall be as follows:
 - a) 0 to 1 year of service - one day for each month employed.
 - b) 1 through 5 years of service -twelve (12) working days.
 - c) 6 through 11 years of service - fifteen (15) working days.
 - d) 12 through 19 years of service -twenty (20) working days.
 - e) Thereafter - twenty five (25) working days.
 - f) An employee with 30 years of service shall receive one (1) additional day of vacation allowance for each additional year of service.
2. In any calendar year, an employee may opt to receive payment for unused vacation time, as follows:
 - a) Up to 5 day's pay for employees entitled to up to 15 days/year.
 - b) Up to 10 day's 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.
3. If an employee is on vacation and becomes 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, exceptional emergency in the Borough. If the employee is called into work, he shall receive the overtime rate.
5. 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.
6. 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 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 (i.e. emergency). Upon vacation date approval, the Borough shall not deny or rescind the vacations granted except in extreme exceptional emergencies.
7. 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.
8. Vacation days shall vest as earned. Vacation time, as determined by the employees anniversary date, may be taken in full at any time in the year, provided, that such employee shall reimburse the BOROUGH for the unearned vacation time if he/she leaves the employ of the BOROUGH during the year the vacation is taken, other than due to disability, retirement, death, resignation or termination. The Borough may deduct the repayment of the prorated vacation time from the employee's last payroll check.

9. Religious holidays, other than those which fall on official holidays set forth in Article XI herein, may be taken as vacation days.
10. Earned but unused vacation time shall be paid to any employee or his legal representative upon disability, retirement, death, resignation or termination.
11. 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.
12. PERSONAL LEAVE: Employees shall be entitled to three (3) personal days off with pay per year. Personal days may not be banked or carried over into the next year. Days not used shall be lost.

ARTICLE XIII

SICK LEAVE

1. All employees, covered by this Agreement shall be granted sick leave, with pay, the rate of one and one-quarter (1.25) days for every month of service during the remainder of the first calendar year of employment, and fifteen 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 or death in the immediate family of the employee requiring attendance upon a member of the immediate family. For the purpose of this article, immediate family shall include spouse, children, parents, brother, sister, mother and father-in-law, also any member of the family who resides in his home.
3. An employee absent on sick leave for five 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 for more than 15 days in any calendar year consisting of excessive sick days of less than five 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.
 - a) The BOROUGH, however, may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
 - b) One medical certificate shall be sufficient for a period of six (6) months in cases where an illness is of a chronic or recurring nature causing recurring absences of one day or less.
4. One-half of a workday shall be the smallest unit to be considered in computing sick leave used. Employees shall, if advance approval is obtained from the Department Head, be entitled to be excused for either the morning or afternoon half of the day.
5. All sick leave, heretofore accumulated, shall not be impaired by this Agreement and said accumulated days shall be carried forward during the terms of this Agreement.

6. The BOROUGH shall have the right, at its expense, to require an employee to submit to a physical examination by a doctor of the Borough's choice with regard to any chronic illness or disease.
7. At the end of each calendar year, each employee shall be notified in writing as to his or her accumulated total days.
8. If an employee is to be absent from work for reasons that entitle him to sick leave, the department head or supervisor shall be notified within fifteen (15) minutes prior to the start of the scheduled work shift from which his will be absent. Failure to so notify the department head may be cause for denial of the use of sick leave for that absence.
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. An employee who works for four hours in a day shall not be charged for a sick day. If the employee fails to complete four hours of work prior to going home sick, such employee shall be charged for a full sick day.
11. Any employee covered by this agreement who has a minimum of sixty-six (66) accumulated sick days as of January I of each year which is covered by this agreement may choose to receive a payment for unused sick days in accordance with the following schedule:

SICK DAYS USED SICK DAYS PAID SICK DAYS ACCUMULATED

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 XIV
TERMINAL LEAVE**

Retirement Benefit of Unused Sick Leave:

Permanent employees shall be entitled to receive a retirement benefit for unused sick leave based upon the following schedule:

Calendar Years Employed by the Borough	Percent of Accumulated Unused Sick Leave, But not to exceed Maximum in Next Column	Maximum Sick Leave Retirement Benefit
10 years	30%	\$5,000
15 years	60%	\$7,500
20 years	60%	\$12,500
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, weekly during the calendar year that the employee retires.

Effective, and in the event of, the date of the governor signing of legislative capping of new hires to fifteen thousand dollars (\$15,000.00) said legislation will be applicable to employees thereafter hired.

**ARTICLE XV
BEREAVEMENT LEAVE**

1. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall leave exceed five (5) working days.
2. Immediate family shall include spouse, children, parents, brothers and sisters of the employee, and the immediate family of the employee's spouse. Any member of the employee's or employee's spouse's family who resides in his home shall be construed as immediate family.
3. In the event of the death of uncles, aunts, or grandparents of an employee or his spouse, the employee shall be granted one (1) day leave without loss of pay if the location of the funeral is within a fifty (50) mile radius of the employee's residence and two (2) days leave without loss of pay if the location of the funeral is outside of a fifty (50) radius of the employee's residence.
4. Such bereavement leave shall not be charged against the employee's vacation or sick time.
5. However, 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 charged against available vacation or sick leave time, or be taken without pay for a reasonable period.
6. In the event of the demise of an employee, the BOROUGH will grant funeral leave with pay to up to four (4) fellow employees. 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.

7. 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 and/or the municipal administrator.

ARTICLE XVI

MEAL ALLOWANCES

1. 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. - \$17.00 dinner allowance
- Work past midnight- \$14.00 meal allowance
- Work past six a.m. - \$13.00 breakfast allowance
- Work past noon - \$14.00 lunch allowance

2. 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 half 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 half hour after such meal period.

ARTICLE XVII

OVERTIME

1. The basic work week for all regular full-time employees shall be forty (40) hours per week, consisting of eight (8) hours per day five (5) days per week from Monday through Friday. Any employee who is assigned to work shall be afforded an opportunity to earn not less than eight (8) hours of pay per day.

2. Overtime shall be paid to each employee at the rate of one and one-half times the straight time hourly rate of pay of such employee for services performed by any employee on the sixth day worked of any normal work week, or in excess of eight (8) hours on any day of any week or prior to the beginning of his regularly scheduled hour of work on any regular work day.

3. The employee shall have the option to overtime pay or compensatory time based on three (3) hours off for each two (2) hours of overtime worked. Compensatory time will be taken at a time mutually convenient for both the department and the employee.

4. Work performed on Sundays is to be paid at double time, except that the employee(s) on Standby shall not be eligible to receive double time for time worked on Sundays.

5. Overtime shall be on a voluntary basis, by seniority throughout the particular department. If there are still insufficient volunteers, the employer shall require employees to work such overtime in the inverse order of seniority, in that department.

6. Whenever overtime work is necessary, the employee shall be informed as soon as possible, when planned or known in the morning, the employee shall be informed, prior to lunch hour; thereafter, when overtime work is unexpectedly required, notice shall immediately be given to the designated employee.

7. The BOROUGH shall make every effort not to require more than five (5) hours overtime work during the normal work day except in emergencies.

8. Employees working at the compactor or recycling center on Saturdays shall be paid at one and one-half (1 1/2) times that employee's hourly rate. Only bargaining unit employees shall work at the compactor or recycling center. Effective April 1, 2005, employees shall be offered the opportunity to work the recycling and compactor positions according to a rotating voluntary list.

A. At six-month intervals agreed upon by the UNION and the BOROUGH, the UNION shall provide the Road Department Supervisor a schedule listing the dates the employees who have volunteered will be working at the Compactor and Recycling Center. Once the schedule is provided, it shall be the responsibility of the UNION to reschedule any employee who cannot work during their turn for any reason.

B. The BOROUGH may schedule an additional employee to respond to the Recycling Center on Saturdays for the purpose of switching the compactor container. The BOROUGH shall only schedule employees who are qualified to operate the appropriate roll-off truck. However, the BOROUGH shall provide all the employees the opportunity to become qualified. The determination that an employee is qualified to operate the roll-off truck shall be subject to the BOROUGH'S determination.

C. At six-month intervals agreed upon by the UNION and the BOROUGH, a list of qualified employees who volunteer to change the compactor box shall be provided with a schedule to the Road Department Supervisor who will review and approve the change-out on a rotating basis. It will be the responsibility of the UNION to reschedule any employee who cannot work during their turn for any reason.

D. Employees working on Saturday at the recycling center/compactor shall be assigned via a rotating list. Employee shall have the option to switch an assignment to the recycling center with another employee if such an employee is willing to do so. Management may refer to the Master Seniority list for Saturday recycling center/compactor overtime if members covered under this agreement are unwilling or unavailable. If no employee is willing to switch, an employee shall be assigned based upon inverse seniority.

7. If any employee is scheduled to work on an overtime basis, and has an opportunity and is qualified to work, at a job paying a higher rate of pay, he shall be offered the opportunity to work at the higher paying job.

8. On overtime involving the Road Department, overtime will be initially offered according to the following order:

1. Road Department Seniority List
2. Buildings and Grounds Seniority List

3. Vehicle Repair
4. Master Seniority List

If sufficient personnel are still not available, members of the Road Department shall be forced to work in inverse order of seniority.

9. When employees are needed for salting operations, the first two employees needed shall be called in the order listed according to the Road Department overtime, however any employee living a distance greater than 45 minutes away from the Borough shall be skipped. Once two employees have been contacted and will respond, if additional personnel are needed then all the employees shall be called in the appropriate order of seniority regardless of their living distance from the Borough. The UNION shall provide the BOROUGH a list of all employees who reside within the 45 minute response time at the start of each winter season. If any employee should change their residency, the UNION shall provide the BOROUGH an updated list.

10. On overtime involving the Buildings and Grounds Department, overtime will be initially offered according to the following order:

1. Buildings and Grounds Seniority
2. Road Department Seniority List
3. Vehicle Repair\
4. Master Seniority List

If sufficient personnel are still not available, members of the Buildings and Grounds Department shall be forced to work in inverse order of seniority. If sufficient personnel are still not available, members of the Road Department shall be forced to work in inverse order of seniority.

11. Rest Periods for Overtime

A. All employees required to work overtime after 3:30P.M.until the job is complete will receive 10 hours rest before returning back to work.

B. All employees called back to work before 11:00 P.M. and working until 7:00A.M. will be allowed 10 hours rest period.

C. All employees called back to work after 11:00 P.M. and working until 7:00A.M. will be required to work 12 hours before being entitled to rest period.

Example:	<u>Reporting Time</u>	<u>Rest Period</u>
	11:00 to 2:00 (3 hrs.)	10 A.M.
	12:00 to 2:00 (2 hrs.)	9 A.M.
	3:00 to 5:00 (2 hrs.)	9 A.M.

D. All employees called back to work after 11:00 P.M. for short period of time will report to work after 7:00A.M., plus equivalent overtime worked.

Example:	<u>Worked</u>	<u>Reporting Time</u>
	11:00 to 2:00 (3 hours)	10 A.M.
	12:00 to 2:00 (2 hours)	9 A.M.
	3:00 to 5:00 (2 hours)	9. A.M.

E. If an employee wishes to continue working more hours, his request will be reviewed by the supervisor in charge whose consent which may not be unreasonably withheld, must be given.

F. The Director of Operations, or his designee, may in an emergency, return the rest period to eight (8) hours.

G. It shall be the Department Head's responsibility to allow break time during or after emergencies.

12. Employees taking paid time off are to be considered at the bottom of any overtime list until 7:00 A.M. on the following date.

ARTICLE XVIII STANDBY DUTY

1. Standby duty shall be required of all Union Employees on a yearly basis. Standby duty shall be offered to all eligible Union employees on a yearly basis.
2. Beginning on January 6, 2015, there shall be one employee assigned each week for standby duty to cover emergency callouts for the Roads, Vehicle Maintenance, and Buildings and Grounds Departments.
3. Standby shall be defined as being available for any trouble shooting or emergency for the employee's assigned departments which may arise for the period beginning Friday at 3:30 p.m. and ending the following Friday at 3:30 p.m. Repairs required during this period will be handled as provided below.
4. A list of employees willing and able to be assigned stand-by duty shall be developed every six (6) months by the UNION and provided to the BOROUGH. The BOROUGH may change such assignments when reasonably necessary due to employee terminations, promotions, illnesses or other incapacity.
5. In the event a designated employee is unable to be on standby for any reason, he shall be given the opportunity to secure a qualified replacement and shall submit written confirmation of such substitution to his immediate supervisor within a reasonable time prior to the commencement of such standby duty. If a stand-by replacement is not obtained, the employer shall require employees to work set stand-by in the inverse order of the designated department's seniority.

6. Effective January 1, 2015, each employee designated for stand-by duty shall be compensated for stand-by time in the amount of Four Hundred Dollars (\$400.00) for each week long standby. Call-outs which require the employee to work shall be compensated at the appropriate overtime rate set forth in Article XVII from the time said standby employee punches in. The standby employee shall receive a minimum of two (2) hours pay per callout. The labor-management committee shall meet to discuss strategies to reduce the number of non-emergency standby callouts.
7. To be eligible for standby duty, employees must reside within approximately forty-five (45) minutes of Park Ridge. Employees may become eligible for standby duty by temporarily residing within 45 minutes of Park Ridge, or by mutual agreement of both parties. New employees must have adequate training and experience, and must be approved by the department Supervisor before being eligible for standby duty.
8. It is the Borough's position that it will follow the provisions of this article. It is the Borough's position that it is not the intention of management to perform work normally done by bargaining unit employees.
 - a. All calls during the standby period will be directed to the designated stand-by employee except those involving system failures in which case both the stand-by employee and management will be called.
 - b. It will be the stand-by employee's obligation to investigate the problem reported and take corrective action, if qualified. If not qualified standby employee shall advise the appropriate management personnel. Only when immediate corrective action is required will management take corrective action of a relatively minor nature to alleviate an emergency condition or a service outage. Beyond that, should repairs be required management will either call in employees to make the repairs, or schedule the work during normal business hours.
 - c. Any disagreements which shall arise shall be handled on a case by case basis either informally through the labor-management committee or formally through the grievance procedure.
 - d. Calls emanating from Central Dispatch which involve salting and snow plowing shall be made to the designated DPW (UPSEU) standby employee.
 - e. Individuals on standby shall be given every opportunity to participate in any emergency which may arise during standby duty in the Roads, Vehicle Maintenance and Buildings and Grounds Departments.

ARTICLE XIX

EMERGENCY CALLOUT

All employees shall be required to work on emergency callout. If an employee is called back to work after completing his regularly scheduled workday, or during a weekend or holiday, or as part of this standby responsibility he shall be compensated at the overtime rate set forth in Article XVII, with a minimum guarantee of two (2) hour minimum guarantee, payment shall only be made for actual time worked. As has been the past

practice, if a second callout occurs after the employee has punched out, but still within the two (2) hour period covered by the initial callout, the employee shall be entitled to an additional callout pay of two (2) hours.

**ARTICLE XX
COURT TIME**

1. 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.
2. 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 Section 1 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 or administrative body is within the Borough of Park Ridge.
3. 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 hours of regular or overtime pay, whichever is applicable in accord with Section 1 above.

**ARTICLE XXI
SCHOOLING**

1. 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 during or 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 eight (8) hours in one day shall be considered as overtime and shall be compensated at time and one-half (1 1/2) with a minimum of two (2) hours of such overtime pay. If such attendance does not result in an employee working in excess of eight (8) hours in one day it shall be compensated at the regular rate of pay.
2. 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 Section 1 above, provided, however, that such travel time shall be computed between 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.

3. Whenever an employee shall be required to take a course of instruction as set forth in Section 1 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.

4. 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, approve or disapprove the payment of such cost of instruction, covering tuition fees, registration fees, required books, periodicals and other course materials. The payments shall not be made prior to the satisfactory completion of said course of instruction. Nothing in this Section shall be deemed to require the Borough to approve an application by an employee for the Borough to pay for a voluntary course of instruction. The Borough's decision pertaining to Paragraph 4 in this regard shall not be grievable.

5. Should the Borough approve payment pursuant to Paragraph 4, the employee must reimburse the Borough if he leaves the employ of the Borough within one (1) year of receipt of monies except in cases of death or permanent disability or retirement. The Borough may deduct the amount to be reimbursed from the employee's last two (2) payroll checks as repayment to it.

**ARTICLE XXII
SCHOOL LEAVE OF ABSENCE**

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 XXIII
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.

**ARTICLE XXIV
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. The employee must notify his supervisor immediately upon receipt of a summons for jury duty.

**ARTICLE XXV
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 a maximum of one (1) year. During this period of time, all temporary weekly 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 been 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 reasonably required from time to time to present evidence by a certificate of a physician that he is unable to work.

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 off 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.

6. Employees who are injured, whether slight or severe while working, must make an injury report as soon as possible but not more than 48 hours thereof to their Department Head or Supervisor.

7. The Borough shall be responsible to see that all information concerning the injury is given the insurance company. Any injury that must be reported to the New Jersey Public Employee's Retirement System shall be reported to that system by the employee through the Borough.

8. Whenever an employee sustains an injury, it shall be the obligation of the Department Head or Supervisor to make immediate arrangements for examination and medical treatment if necessary or when requested by said employee. In cases of emergency, medical treatment shall be arranged at the nearest hospital facility.

ARTICLE XXVI LEAVE OF ABSENCE

A. PAID LEAVE OF ABSENCE

1. All employees may be granted a leave of absence with full pay for good cause shown for a period not to exceed three (3) months at any one time. Employees who are on such leave due to off the job injury or illness shall receive full pay and credit towards vacation, longevity, and pensions for the leave of absence.

2. The employee shall submit, in writing, all facts bearing on the request to his supervisor or to the Supervisor'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-grievable.

3. In the case of extended illnesses or off-the-job injury, leaves of absence with pay shall be granted only when the employee has used his accumulated sick leave and vacation leave.

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

B. UNPAID LEAVE OF ABSENCE

The BOROUGH may grant employees a leave of absence without pay for a period not to exceed six (6) months at any one time.

1. 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 approval of the Borough.

2. Such leave without pay shall not be considered service time and no credit including vacation and longevity shall accrue during such leave.

3. The Borough's decision with regard to a request for an unpaid leave of absence under this section shall not be unreasonably withheld.

ARTICLE XXVII VOLUNTEER DUTY LEAVE

A. 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 supervisor 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 supervisor if he is in the immediate area. If the supervisor 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.

B. The Department Head will make every effort to excuse the employee for volunteer emergency calls during the work day.

ARTICLE XXVIII INSURANCE

A. Hospitalization and Medical Insurance:

1. The BOROUGH shall provide full family protection to each employee performing a minimum of thirty hours of work a week on a yearly basis average, with employees contributing

to the costs of said coverage as provided herein, of the same type and with the same or substantially similar benefits as presently exist. In no event shall the coverage be less than that provided under the New Jersey State Health Benefits Plan.

2. The parties understand that notwithstanding the sunset provisions of "The Pension and Health Benefit Reform Act, PL 2011, Chapter 78" all employees and retirees shall be required to contribute to the costs of medical insurance at the full implementation or maximum contribution levels provided for by said Act notwithstanding the fact that the provisions of said Act have expired. Said contribution percentages are listed in the Schedule of Medical Contribution Costs attached hereto and made a part hereof.

3. The BOROUGH of Park Ridge will continue to provide full family protection for hospitalization and medical insurance as is presently in effect subject to the employee contribution requirements herein. The BOROUGH shall have the right to change insurance coverage so long as it is substantially similar to or improved upon the benefits currently provided but in no event shall the coverage be less than that provided under the New Jersey State Health Benefit Plan.

4. Full time employees who qualify for a "Service Retirement" or an Early Retirement as defined by the New Jersey Public Employees Retirement System and who have a minimum of fifteen (15) years of continuous service with the BOROUGH of Park Ridge at the time of retirement and meet the requirements of N.J.S.A. 40A:10-23 will be entitled to full family medical insurance coverage, with the employee contributing to the costs of said insurance as provided herein, provided that said former employee or spouse has no other medical coverage from any other employment. Employees hired after December 31, 2012 shall not be eligible for Lifetime Medical or Dental Benefits under this Agreement.

5. Retiree contributions toward health care premiums shall be based upon the percentage applicable to the range within which the annual retirement allowance and any future cost of living adjustments falls as set forth in the Schedule of Medical Contribution costs attached hereto, but in no event shall said contribution be less than 1.5% of the pension benefit. Employees who otherwise qualify for post-retirement medical benefits and have twenty (20) or more years of creditable service as of June 28, 2011, and who retire with 25 years of creditable service, will receive post-retirement medical benefits without having to pay any premiums for said benefits.

6. Upon the employee's 65th birthday, or the employees spouse'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 paid by the employee. A BOROUGH employee, upon retirement and fulfilling all requirements thereof, including maintaining 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. Nothing herein shall be deemed to modify the employee's obligation to contribute to the costs of insurance coverage as provided herein.

7. Each employee covered under the BOROUGH'S medical plan will contribute monthly to the costs of such insurance at those levels established pursuant to the Schedule attached hereto and made a part hereof. Thereafter, the surviving spouse of said retired employee shall also be covered in full for both medical/hospital coverage at the current contribution level costs then in effect provided that he/she has not remarried nor has any other medical coverage available from

his/her employer other than Medicare and/or Medicaid coverage. The provisions of this paragraph are subject to any future changes in State or Federal laws.

8. A surviving spouse of an active employee who was covered in the insurance program will continue to be covered in full for two full years subject to the surviving spouse continuing to make the contributions to medical insurance costs paid by the deceased employee, provided that he/she has not remarried nor has any other hospitalization or medical coverage available from his/her employer other than Medicare and/or Medicaid coverage. After said two year period, the surviving spouse shall be offered the opportunity to continue coverage at the BOROUGH'S COBRA rates to be fully paid by said spouse for up to 36 months, or the then applicable period pursuant to COBRA, provided that such spouse has not remarried and does not have any other hospitalization or medical coverage except for Medicare or Medicaid coverage.

B. 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.

C. There shall continue to be 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.

D. The Committee will meet on an as needed basis. The Committee will address concerns and/or complaints relative to the BOROUGH'S existing medical and dental insurance programs.

ARTICLE XXIX 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 XXX SENIORITY, LAYOFFS AND PROMOTIONS

1. In the event the BOROUGH deems it necessary to layoff 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 by the rules promulgated by the New Jersey Department of Personnel.

3. Promotions shall be based upon civil service examination standing for such classification, with the BOROUGH hiring such persons from the eligible list as may be permitted by law.
4. Pursuant to Civil Service Rules, employees shall be notified in writing at least 45 days in advance of any intended layoffs.
5. All permanent employees shall be placed on an overall master seniority list and seniority shall prevail for all benefits in this Agreement.

ARTICLE XXXI OUT OF CLASSIFICATION PAY

Any employee who works in a higher classification for more than 4 hours will receive the pay of the higher classification. Nothing contained herein shall require the BOROUGH to fill existing vacancies caused by vacations, sick leave, etc. If an employee is transferred for just cause to a job which the rate of pay is lower than his regular rate, he shall continue to receive his regular rate of pay.

Employees who are on any step of their respective title and are temporarily assigned to work in a higher classification, other than supervisor, shall receive the pay of that step of that classification.

If an employee is temporarily assigned to work in a foreman classification, said employee will be paid according to the provisions of Article IX.B.2 relative to promotions, provided, however, that said employee shall be given credit for cumulative days he has served in that higher classification.

ARTICLE XXXII CREDIT UNION

The Employer agrees to deduct specified amounts each pay period from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the Credit Union selected by the employee.

ARTICLE XXXIII JOB POSTING

1. Job Posting: When a vacancy or lateral move in 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. After the posting period, the Borough will use departmental seniority among other criteria in filling the vacancy.

In the event an employee eligible for the available job is on sick leave or vacation at the time of the posting and not available to sign said posting, the Employer shall make a good faith effort to notify such employee of the available job.

2. Trial Period: The employee who receives the position shall serve a fifteen (15) calendar day mutual trial period in the position. When the Employer determines an employee is not qualified or the employee does not desire the position, within said period, he shall be returned to his former job at his

former rate of pay with no loss in other benefits. When such a situation occurs, the Employer shall then consider giving the position to the most senior qualified employee who signed the posting as outlined above.

**ARTICLE XXXIV
DISCHARGE OR SUSPENSION**

A. The BOROUGH will not discharge or discipline a permanent employee without just cause or as allowed by law or the Borough employment manual. The BOROUGH will give three (3) working days' notice to the employee of his discharge, suspension or disciplinary warning and the reason therefore, except in emergency circumstances such as drinking, abuse of drugs, proven or admitted dishonesty and fighting. Such notice shall also be given to the steward and the UNION office.

B. Within the three (3) days' notice, the UNION official will meet with the BOROUGH to discuss the issue in the presence of the employee, the steward and the BOROUGH'S representative, prior to the penalty being imposed.

**ARTICLE XXXV
SHOP STEWARDS**

1. The BOROUGH recognizes the right of the UNION to designate the necessary number of Shop Stewards needed to handle such UNION affairs as may from time to time be delegated to him by the UNION. The number of Shop Stewards shall not exceed two.

2. Shop Stewards shall be paid during normal working hours by the BOROUGH for time spent in processing of grievances and arbitrations.

3. It is the policy of the BOROUGH and the UNION that grievances be handled with the participation of the regular Shop Steward. The BOROUGH agrees to cooperate with the UNION in establishing procedures to assure that the regular Shop Steward is available for the processing of grievances.

(a) The Borough shall in the absence of the regular Shop Steward, recognize an alternate Shop Steward designated by the UNION.

4. A Shop Steward may communicate with any employee under his jurisdiction and any employee may communicate with his Shop Steward pertaining to a grievance so long as such activity does not impair the normal and efficient operation of the BOROUGH.

5. A Shop Steward may communicate with the UNION office by telephone during working hours and the, UNION office may communicate with any Shop Steward during working hours pertaining to a grievance.

**ARTICLE XXXVI
SAFETY AND HEALTH**

A. The borough will, at its own cost and expense, perform every act necessary to promote and ensure the safety, health, sanitary conditions and working conditions of the employees, in the course and scope of their employment.

- B. The Borough will, at its own cost and expense, provide safety programs to all employees in the bargaining unit.
- C. The Borough shall also have boom truck safety inspections pursuant to the manufacturer's recommendations.
- D. The employee will notify his supervisor of any dangerous conditions or unsafe equipment. Supervisors will make every effort to eradicate the problem. Any issue as to whether equipment is usable shall be determined by the Supervisor and mechanic.

**ARTICLE XXXVII
NON-DISCRIMINATION**

The Borough and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age in violation of any Federal or State law, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age, in violation of any Federal or State Law. The Borough and the Union agree that there will be no discrimination by the Borough or the Union against any employee because of his or her membership, or non-membership, in the Union or because of any employee's lawful activity and/or support or non-support of the Union.

**ARTICLE XXXVIII
MISCELLANEOUS**

1. **WORK CLOTHING**

- a) Each employee shall be provided work clothing and safety gear or safety equipment, as required, by his department. All employees, except the meter reader shall be required to wear approved steel tip safety shoes at no cost to the employee on an as needed basis. Need shall be, determined by the Department Head. The employee shall be required to turn in his old safety shoes in order to get new shoes. The line crew shall be required to wear steel tip safety shoes with steel arches; the meter reader will be permitted to wear work shoes.
- b) Each employee shall wear safety shoes, clothing or gear, on the job, shall not be permitted to work unless he is wearing such clothing or gear and shall be subject to disciplinary action for violation of this requirement. The prime consideration in providing such clothing and gear shall be the safety of the employee, but due consideration shall be given to the employee's comfort and appearance.

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 salary and benefits. Nothing contained herein shall require the Borough to pay for an eye examination.

3. **BULLETIN BOARDS**

- a) The BOROUGH will provide space on existing bulletin boards for use by the UNION.

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

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

4. MEETING SPACE

Subject to the availability of space, the BOROUGH will continue to provide the UNION with meeting space on municipal property on a non-scheduled basis.

5. TELEPHONES

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

6. LOCKERS

The BOROUGH will supply lockers to all employees in the Public Utilities Garage and Road Department Garage of the same or similar type as are presently supplied to the employees in the Utilities Department, so that one such locker shall be provided for each employee.

7. LEGAL AID

The BOROUGH 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.

8. BINDING NATURE

This Agreement shall be binding upon the parties and their successors or legal representatives.

9. 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.

10. LABOR MANAGEMENT COMMITTEE

The Borough and UPSEU agree to continue the joint management labor committee as provided in the previous Agreement. The parties specifically agree to meet and discuss any cross-training required to implement the agreements provided in the Overtime and Standby articles. The parties further agree to meet on any matters which may need clarification, revision or updating (i.e., standby).

11. MILEAGE

In the event an employee agrees to utilize their own vehicle for any work related travel they shall be reimbursed for such travel in accordance with the then in effect IRS mileage rate.

**ARTICLE XXXIX
INSPECTION PRIVILEGES**

Authorized agents of the Union shall have access to the Employer's premises and establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the agreement is being adhered to, provided, such activity does not hamper the normal and efficient operation of the Borough and will notify the supervisor on duty upon gaining access to the Employer's premises.

**ARTICLE XL
INSPECTION OF RECORDS**

Union officers shall be allowed to examine during reasonable hours, operating reports and other payroll records which may be applicable to any grievance arising under this agreement.

**ARTICLE XLI
MAINTENANCE OF STANDARDS**

The Borough will not enter into any contract or agreement with any employee that conflicts with the terms of this agreement. Any such contract or agreement shall be null and void.

**ARTICLE XLII
SEPARABILITY & SAVINGS**

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 Union will meet for the purpose of negotiating changes made necessary by applicable law.

**ARTICLE XLIII
DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from January 1, 2015 and shall remain in effect to and including December 31, 2018, without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the **BOROUGH OF PARK RIDGE**, New Jersey, on this _____ day of _____, 2015.

BOROUGH OF PARK RIDGE

UNITED PUBLIC SERVICE EMPLOYEES UNION

TERENCE P. MAGUIRE, MAYOR

SCHEDULE A

		STEP						
		1	2	3	4	5	6	7
ROAD SUPERVISOR	2015	64,772	68,371	71,970	75,567	79,166	82,764	86,363
	2016	66,391	70,080	73,769	77,456	81,145	84,833	88,522
	2017	68,051	71,832	75,613	79,393	83,174	86,954	90,735
	2018	69,752	73,628	77,504	81,378	85,253	89,128	93,003
SEN. ROAD REPAIRER	2015	59,477	62,780	66,085	69,389	72,693	75,998	79,302
	2016	60,963	64,350	67,737	71,124	74,510	77,898	81,284
	2017	62,488	65,959	69,431	72,902	76,373	79,845	83,316
	2018	64,050	67,607	71,167	74,724	78,282	81,841	85,399
ROAD REPAIRER MAINTENANCE REPAIRER	2015	54,382	57,403	60,425	63,446	66,467	69,489	72,510
	2016	55,742	58,838	61,936	65,032	68,128	71,226	74,322
	2017	57,135	60,309	63,484	66,658	69,832	73,007	76,180
	2018	58,564	61,817	65,071	68,324	71,577	74,832	78,085
MECHANIC	2015	62,028	65,474	68,922	72,367	75,813	79,259	82,705
	2016	63,579	67,111	70,645	74,177	77,709	81,241	84,773
	2017	65,169	68,789	72,411	76,031	79,651	83,272	86,892
	2018	66,798	70,509	74,221	77,932	81,643	85,354	89,064
LABORER	2015	32,958	34,789	36,620	38,451	40,282	42,114	43,945
	2016	33,782	35,659	37,536	39,413	41,290	43,166	45,043
	2017	34,627	36,551	38,474	40,398	42,322	44,246	46,169
	2018	35,493	37,464	39,436	41,408	43,380	45,352	47,323

**APPENDIX B
LONGEVITY**

<u>Completed Years of Service</u>	<u>2011 Annual Rate</u>	<u>2012 Annual Rate</u>
1 - 4	\$0	\$0
5	\$500	\$600
6	\$800	\$900
7	\$1,100	\$1,200
8	\$1,400	\$1,500
9	\$1,700	\$1,800
10	\$2,000	\$2,100
11	\$2,200	\$2,300
12	\$2,400	\$2,500
13	\$2,600	\$2,700
14	\$2,800	\$2,900
15	\$3,000	\$3,100
16	\$3,200	\$3,300
17	\$3,400	\$3,500
18	\$3,600	\$3,700
19	\$3,800	\$3,900
20	\$4,000	\$4,100
21	\$4,200	\$4,300
22	\$4,400	\$4,500
23	\$4,600	\$4,700
24	\$4,800	\$4,900
25	\$5,000	\$5,100
26	\$5,200	\$5,300
27	\$5,400	\$5,500
28	\$5,600	\$5,700
29	\$5,800	\$5,900
30	\$6,000	\$6,100
31	\$6,200	\$6,300
32	\$6,400	\$6,500
33	\$6,600	\$6,700
34	\$6,800	\$6,900
35	\$7,000	\$7,100