

**AGREEMENT BETWEEN
THE BOROUGH OF LEONIA
AND
LOCAL 108, RWDSU, UFCW, AFL-CIO
(WHITE COLLAR UNIT)**

**TERM OF AGREEMENT:
JANUARY 1, 2003 - DECEMBER 31, 2006**

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THIS AGREEMENT, entered into this _____ date of _____, 2005 by and between the Borough of Leonia, County of Bergen, State of New Jersey, hereinafter called the “Borough” and Local 29, Retail, Wholesale, and Department Store Union (R.W.D.S.U.), AFL-CIO, hereinafter called the “Union” - White Collar Unit.

WITNESSETH

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, and in consideration of the following mutual covenants, it is hereby agreed as follows:

I. TERM

The term of this Agreement shall be from January 1, 2003 through December 31, 2006, and from month to month thereafter unless cancelled in writing by either party upon thirty (30) days notice.

II. RECOGNITION

The Borough affirms its recognition of the Union as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all non-supervisory white collar employees limited to office personnel, communication officers, crossing guards and special police officers. Excluded from the provisions of this Agreement are probationary employees and those employed on a temporary, seasonal or casual basis.

III. UNION DUES

- A. Pursuant to N.J.S.A. 52:14-15.9(e), as amended, the Borough agrees to deduct the Union's monthly dues and initiation fees from the pay of the employees who authorize the Borough in writing to do so. Deductions shall be made either from the first or second pay period of each month. All amounts deducted shall be remitted to the Union once a month no later than the tenth day of the month following deduction. The Borough agrees to furnish the Union upon request, monthly, with a list of all employees whose dues and initiation fees have been deducted. The Borough also agrees to furnish the Union upon request, not more than monthly, with a list of newly hired employees and terminated employees. The Union will advise the Borough in writing of the amount of the initiation fee and monthly dues.

- B. Pursuant to the "New Jersey Employer-Employee Relation Act" as amended, effective July 1, 1980, all non-members of the Union shall pay to the Union a representation fee in lieu of dues for services rendered by the Union in an amount equivalent to the regular membership dues, initiation fees and assessment charged by the Union to its own members, less the cost of benefits financed through the dues, fees, and assessments and available to or benefitting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments as provided by N.J.S.A. 34:13A-5.5 et seq.

- C. 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 salary deduction authorization cards submitted by the Union to the Borough, or in reliance upon the official notification on the letterhead of the Union advising of such changed deduction.

IV. GRIEVANCE PROCEDURE

A. GRIEVANCE shall mean a dispute growing out of enforcement and/or interpretation of the terms and conditions of this Agreement.

B. PROCEDURE:

STEP 1. An employee having a grievance shall present it orally, either individually or in the presence of the Union Steward or a member of the Union Shop Committee, to his/her immediate supervisor, within ten (10) working days after the occurrence of the matter being grieved. If no satisfactory resolution of the grievance is reached at Step 1, then within five (5) working days, the grievance shall be presented in writing to the Borough Administrator.

STEP 2. The Borough Administrator, after discussing the grievance with the aggrieved employee and a representative of the Union Shop Committee, if necessary, shall:

- a. Adjust the grievance
- b. Find the grievance unjustified, or
- c. Advise the shop committee that the adjustment of the grievance is beyond his/her authority.

STEP 3. If the grievance is not adjusted to the satisfaction of the employee and the shop committee, the employee, through his Union Shop Committee, shall proceed by filing a written grievance with the Chairperson of the Personnel Committee of the Mayor and Council within five (5) working days of the decision made by the Borough Administrator. The aggrieved employee and the Union's representative shall meet within ten (10) working days after receipt of the written grievance with the Personnel Committee of the Mayor and Council. The Council Personnel Committee shall issue its written decision within fifteen (15) working days after meeting with the Union.

STEP 4. Upon failure of a resolution of the grievance in Step 3, the parties shall submit this dispute to non-binding mediation through the New Jersey Public Employment Relations Commission by serving a notice on the Commission to request the appointment of a mediator. Both parties shall equally bear the cost of this mediation.

C. The mediator shall be bound by the provisions of this Agreement, and restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement hereto.

D. Step 1 and Step 2 shall be presented and discussed during working hours. A mutually agreeable time will be arranged between the supervisor and the chairman of the Union

Shop Committee.

- E. An aggrieved employee shall suffer no loss of pay as a result of time spent in his own behalf in a mediation hearing.
- F. Failure of an aggrieved party to pursue the grievance to the next step, in accordance with the time limits set forth herein, shall constitute abandonment of the grievance, unless both parties agree in writing to a waiver.

V. SENIORITY

- A. All newly hired employees shall be considered as probationary employees for the first six (6) months of service. Upon recommendation of the Borough Administrator, probation may be extended for a period not to exceed an additional six (6) months. Upon completion of the probationary period such employees' seniority shall date from their original date of hiring as a permanent employee. Seniority is to be an important factor in filling permanent assignments provided the individual has the skill and ability to perform the task. The classification shall be done by the Borough on the basis of common skills or qualifications so that a lay-off shall occur based upon a classification which shall not divest the Borough of skilled persons necessary to carry on the functions of the municipality. Notwithstanding anything to the contrary herein, any service as a temporary or seasonal employee shall not count towards an employee's seniority.
- B. When employees are laid off, employees in each classification with the longest service shall be laid off last and rehired first. All such lay-offs shall be based upon the classification seniority list herein described, and all furloughed employees shall be rehired in the reverse order in which they are laid off. No new employees shall be hired until all laid-off employees shall first have been recalled.
- C. A new hired employee who previously worked with the Borough but who was terminated or resigned for any reason shall be considered a new employee, and all calculations of benefits based on seniority shall be from the date of last hire as a permanent employee.
- D. Employment may be on a temporary basis for a period of not more than ninety (90) days. At the end of the ninety (90) day period, the employee may be extended for another period not to exceed ninety (90) days, or may be notified of the termination of his employment. Such employment on a temporary basis shall not count towards an employee's seniority.
- E. No benefits shall accrue to a temporary employee for sick leave, vacations, pension plan or other benefits.
- F. New employees shall remain probationary after completion of six (6) months of service from the date of last hiring. The phrase "the date of last hiring" means the date on which the employee was hired as a permanent employee subject to the probationary requirements set forth herein. Upon completion of said period, such employees shall enjoy seniority status from the date of last hiring. Employees shall have no seniority rights during this probationary period. Their employment may be terminated at any time in the sole discretion of the Borough. Discharge during the probationary period shall not be subject to the grievance and arbitration procedure.

VI. WAGES

- A. Salaries shall be paid in accordance with the schedule set forth in Appendix "A" to this Agreement, as agreed upon in the Memorandum of Understanding between the Borough of Leonia and Local 29 R.W.D.S.U. The salary increases shall be:

January 1, 2003	4.0%
January 1, 2004	3.5%
January 1, 2005	3.5%
January 1, 2006	3.5%

- B. New full-time hires after signing of this contract shall commence employment at a salary rate determined by the Borough Administrator. At the successful conclusion of an employee's probationary period (not less than six (6) months and not longer than twelve (12) months) the employee's salary shall be increased to \$30,000 annually.
- C. Effective the date of the signing of this Agreement, any full-time, permanent employee whose base salary is not \$30,000/year shall have his/her salary adjusted prospectively only to \$30,000, or increased by the percentage increase set forth in subsection A above, whichever results in the larger increase.

VII. LONGEVITY

There shall be no longevity for any employees hired after January 1, 1996. As to employees hired prior to January 1, 1996, their longevity shall be as it accrues up to December 31, 1999. Beginning January 1, 2000, no employee shall receive any additional longevity. The longevity that has been earned as of December 31, 1999 shall be fixed and carried through for the remainder of that employee's time in the municipality without any additional increases. Longevity is defined in Chapter 50 Personnel Policies of the Code of the Borough of Leonia (Section 50-17). Longevity will be included into the hourly rate of employees in accordance with the provisions of the Fair Labor Standards Act (FLSA).

VIII. HOURS OF WORK; OVERTIME; AND STANDBY

A. Office Personnel; Special Police Officers; EMT/Traffic Officers

1. All full-time permanent employees (office personnel, Special Police Officers and EMT/Traffic Officers) except Communication Officers, covered by this Agreement are required to work a thirty-five (35) hour week to be scheduled by their respective department heads, Borough Administrator or Mayor and Council.
2. All overtime work shall be authorized in advance by a supervisor or department head.
3. The first five (5) hours of overtime work beyond the normal schedule for any calendar week shall be paid at the employee's regular base rate.
4. After a total of forty (40) hours, an employee shall be paid as follows: time and one-half premium pay shall be paid for all hours in excess of eight (8) hours worked in one day. Time and one-half premium pay shall be paid for any work performed on Saturday. Employees who work on Sunday shall receive a double time premium for these hours. Any employee required to work on a holiday shall receive his/her pay for that day plus additional time and one-half for all hours worked.
5. Any employee who reports for his/her regularly scheduled shift or is recalled to work after leaving his/her shop or his/her work station, or who is called in to work on a shift which is not his/her regularly scheduled shift, shall receive a minimum of two (2) hours work or pay at time and one-half. However, the foregoing obligation on the part of the employer shall not apply in the event the failure to provide work is due to an act of God, power failure or conditions beyond the control of the employer, nor shall it apply in the event the employee was previously notified not to report for work or the employer was prevented by conditions beyond its control from notifying an employee not to report, and provided further, that an individual accepts any job to which he/she may be assigned. Failure of an employee to report for work on account of an unauthorized work stoppage or strike shall be considered a cause over which the employer has no control.
6. The Borough will establish a rotating overtime list, with employees ranked according to seniority and skills. The list will be used in assigning overtime, provided the employee possesses the necessary skills. If an employee feels that his/her treatment under the clause has been improper or unfair, he/she may utilize the grievance and arbitration machinery to adjust his/her claim.

7. The Borough reserves the right to require qualified employees to work overtime whenever conditions so warrant, provided such right shall not be exercised capriciously. If an employee feels that his/her treatment under this clause has been improper or unfair, he/she may utilize the grievance and arbitration machinery to adjust his/her claim.

B. Communications Officers

1. Communications Officers shall work a twelve (12) hour daily shift as scheduled by the Chief of Police inclusive of Saturdays, Sundays and Holidays. Communications Officers will receive three and one-half hours overtime each pay period as additional compensation pursuant to the Fair Labor Standards Act. No overtime shall be paid to Communications Officers for working a scheduled shift on a Saturday, Sunday or Holiday.
2. All policies and procedures for Communications Officers, including scheduling of vacation and personal days, shall be the determination of the Chief of Police.
3. A Communications Officer shall be entitled to overtime pay (time and one-half) for all hours worked in excess of a twelve (12) hour shift.
4. The Borough will establish a rotating overtime list, with Communications Officers ranked accordingly to seniority and skills. The list will be used in assigning overtime, provided the Communications Officer possesses the necessary skills. If a Communications Officer feels that his/her treatment under the clause has been improper or unfair, he/she may utilize the grievance and arbitration machinery to adjust his/her claim. Only the Chief of Police or his/her designee shall authorize overtime.
5. The Borough reserves the right to require qualified Communications Officers to work overtime whenever conditions so warrant, provided such right shall not be exercised capriciously. If a Communications Officer feels that his/her treatment under this clause has been improper or unfair, he/she may utilize the grievance and arbitration machinery to adjust his claim.
6. Break-periods for Communication Officers shall be governed by the Police department's policy. Any issues regarding break periods shall not be subject to the grievance procedure.
7. Communication Officers shall not be responsible to find replacements for vacation, personal or holiday leave, provided reasonable notification (no less than 72 hours) has been given.

C. Part-Time Permanent Employees

1. Part-time permanent employees shall work the number of hours and days as specified by the department head.
2. Part-time permanent employees shall not be entitled to any overtime pay unless specifically approved by the Borough Administrator.

D. Crossing Guards

1. Crossing Guards shall work the number of hours and days as specified by the Chief of Police.
2. Crossing Guards shall not be entitled to any overtime pay except if same is specifically authorized by the Chief of Police or his designee.
3. If Crossing Guards do not work an average of twenty (20) hours per week over a forty-five (45) day period (except for approved leave), the Borough reserves the right to permanently reduce their schedules to less than twenty (20) hours per week.

E. Temporary Employees

1. Temporary employees shall not fill a specific position continuously for more than twelve (12) months, except in a workers' compensation vacancy.
2. If personnel employment results from temporary employment, time in the temporary employment shall be counted as part of the employee's probationary employment.

IX. SAFETY

- A. It is mutually recognized that safety is of major importance to both the Borough and the Union.
- B. All equipment shall be in safe operating condition according to common industry standards to insure the safety of the employees using such equipment. A safety committee shall be established to work with management in helping to insure the utmost safety.
- C. All employees will notify their supervisor of any dangerous conditions or unsafe equipment. The supervisor will make every effort to eradicate the problem. Any issue as to whether equipment is usable shall be determined by the Superintendent.
- D. Employees shall endeavor to work in a safe and proper manner to avoid injury to themselves, others or the property of the Borough.
- E. The Borough shall provide training which shall be required for maintenance of any certification or license necessary for a position.

X. VACATIONS

- A. A permanent full time employee shall receive a vacation with pay at his/her regular annual rate of pay, not including overtime (except that Communications Officers shall receive the three and one-half hours overtime provided in Article VIII B.1), according to the following schedule:
1. A permanent full time employee, for the first year of continuous service through the fourth year of continuous service, shall receive up to a maximum of eleven (11) working days of vacation with pay.
 2. A permanent full time employee with from five (5) years of continuous service to nine (9) years of continuous service shall receive fourteen (14) working days of vacation with pay.
 3. A permanent full time employee with from ten (10) years of continuous service to sixteen (16) years of continuous service shall receive eighteen (18) working days of vacation with pay.
 4. Permanent full time employees with from seventeen (17) years of continuous service to twenty-one (21) years of permanent service shall receive twenty-one (21) working days of vacation with pay.
- B. The vacation period shall be the calendar year, from the first day of January to the 31st day of December. Vacation due for the calendar year shall be based on years of service as of December 31st of the previous year.
- C. All vacations must be taken during the current year and may not be accumulated. With written permission, in accordance with the procedure outlined in the Borough Personnel Policies, Chapter 50 of the Code of the Borough of Leonia (Section 50-16 D(7), a maximum of ten (10) days from a given year's vacations can be carried over for the first six (6) months only.
- D. For scheduling purposes, the supervisor must be advised of vacation dates to be required for the year by March 31st of that year. Employee preference and selection of vacation days shall be governed by seniority for the first set of vacation days. The scheduling of vacation time shall be in the reasonable discretion of the supervisor whose determination in this regard shall be based upon maintaining the efficiency of all municipal operations. Upon vacation date approval, the Borough shall not deny or rescind the vacations granted, unless there is an extreme, exceptional emergency affecting the Borough.
- E. Permanent part-time employees, not including probationary, temporary or seasonal employees

shall receive a vacation with pay as follows:

1. Permanent part-time employees hired January 1, 2003 or thereafter, after the completion of their probation period, shall have their vacation prorated, based on the average weekly hours worked.
2. Office personnel shall receive the vacation benefits as specified in Subsection A (1-4) of this Article, after completion of one (1) year of permanent employment.
3. Crossing Guards, not including probationary, temporary or seasonal crossing guards, shall receive, after completion of one (1) year of permanent employment, vacation benefits as specified in Appendix "B".

XI. ABSENCES

- A. Sick leave is hereby defined to mean a necessary absence from post of duty of any employee because of illness or non-service connected accident or injury.
- B. Sick leave shall be applicable only to permanent employees.
- C. Schedule
 - 1. First year of service for permanent full-time employees: one (1) working day of sick leave with pay for each month of service, up to a maximum of six (6) days.
 - 2. After the first year of service of permanent full-time employees: twelve (12) working days of sick leave with pay in each calendar year thereafter.
 - 3. Following one (1) year of employment, any permanent full-time employee who requires less than ten (10) days of sick leave during a calendar year, shall be paid by January 30th of the following year for one-half of the actual difference between twelve (12) days and the actual number of sick leave days taken at the regular daily rate. The unpaid portion of this difference shall accumulate to his/her credit from year to year and such employee shall be entitled to such accumulated sick leave if and when needed. Effective January 1, 1996, credit for accumulated sick leave shall be given. No employee shall receive any credit in time off or payment for accumulated sick leave in the event of separation from municipal service for any reason. In no event shall the total accumulated sick leave exceed one hundred eighty (180) days.
- D. An updated list of used and available sick time shall be provided to employees on or about January 30th of every year.
- E. Every permanent employee who is entitled to sick leave shall furnish to the employer, whenever required, a medical doctor's certificate certifying as to the illness involved and that said employee is capable of performing his/her regular duties. The employer reserves the right to have any employee examined by a physician designated by the employer before being allowed to return to duty at the Borough's expense.
- F. The Borough may at any time require of any employee proof of illness according to the reasons stated by the employee for taking sick leave or if the Borough reasonably believes that the employee may be abusing the sick leave terms of this section. Costs associated with the proof required under this subsection shall be borne by the employee.
- G. In case of leave of absence due to contagious disease, a certificate from the department of health having jurisdiction shall be required.
- H. During protracted periods of illness or disability, the employer may require bi-weekly

interim reports on the condition of the patient from the attending physician or the physician designated by the employer. When under medical care, employees are required and expected to conform to the instructions of the attending physician if they wish to qualify for salary payments during each such period of illness or disability.

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

1. If the employee, when under medical care, fails to carry out the order of the attending physician.
2. If, in the opinion of the Borough physician, the employee is ill or disabled because of self-inflicted wounds, alcoholism or the use of non-prescription or prescription habit-forming drugs.
3. Sick leave shall not be allowed for such things as ordinary dental care or for non-medical professional services.
4. Three (3) consecutive days' sick leave, within any calendar week, or two (2) Mondays or two (2) Fridays in one month without a doctor's certification.
5. More than ten (10) days accumulated sick leave in an eight (8) month period, without a doctor's certification.

J. Permanent part time employees shall receive sick leave benefits as follows:

1. Office personnel shall receive the sick leave benefits as specified in Subsections A-I of this Article.
2. Crossing Guards, not including probationary, temporary or seasonal crossing guards, shall receive, after completion of one (1) year of permanent employment, sick leave benefits in the attached Appendix "B".

XII. ABSENCES DUE TO DISABILITY

- A. A permanent employee injured in the usual course of the employment and directly in line of duty shall receive full salary payments during his/her absence subject to the provisions, however, that:
1. Such full payment of salary shall not extend beyond a period equivalent to the total of one (1) week for each year of consecutive service of such employees computed from the date of last hire.
 2. Any employee who qualifies for payments under Worker's Compensation benefits, shall during the period he/she is receiving such benefits, be entitled only to that portion of his/her salary payments which, with the Worker's Compensation payments, equals his/her normal salary, for the allowable period as aforesaid.
 3. Such absence shall not be charged against his/her sick leave. All other provisions regarding absences due to sickness or disability shall apply.
- B. Effective upon the execution of this Agreement by the Union, the employer shall implement a short term disability insurance policy for Union members employees (working 35 or more hours per week). For a maximum benefit of 26 weeks. Benefits shall be based on a formula as similar to NJSDI as can practically be purchased by the Borough.

XIII. ABSENCE DUE TO DEATH IN FAMILY

Every current permanent employee shall receive three (3) days of leave for attendance at the funeral of a member of the immediate family. The Borough may require acceptable proof of death. Immediate family is defined as meaning the death of father, mother, wife or husband, brother or sister, son or daughter, spouse's parents, grandparents, grandchild, a person designated as a legal guardian or anyone who regularly resides in the household of the employee.

XIV. SPECIAL LEAVE

- A. Any permanent employee desiring leave of absence without pay from his/her employment shall request leave in accordance with the personnel policies of the Borough. It must be in writing stating the reason for the leave, and the employee must receive permission in writing from the employer. The maximum leave of absence shall be for ninety (90) days and may be extended for a like period by the department head. During the period of absence, the employee shall not engage in gainful employment. An employee who fails to comply with this provision shall be deemed to have quit his/her employment. Seniority shall be retained, but shall not accrue during such leaves. Time on leave shall not be counted in computing service for vacation purposes. The employer shall have the right to require an employee returning from leave of absence for illness or injury to undergo a physical examination by a physician designated by the employer before he/she is returned to the job. The employee must make arrangements for continuation of welfare and pension payments, if any, before the leave may be approved by the department head. An employee shall be allowed a maximum of six (6) months leave without pay during the term of this Agreement unless said term is extended in writing by the Borough of Leonia Council.

- B. The Borough shall have the right, at its discretion, to refuse to grant special leave under this section.

XV. HOLIDAYS

- A. The following holidays are provided for permanent full-time employees:
1. New Year's Day
 2. Martin Luther King's Birthday
 3. Lincoln's Birthday
 4. President's Day
 5. Good Friday
 6. Memorial Day
 7. Independence Day
 8. Labor Day
 9. Columbus Day
 10. Election Day
 11. Veteran's Day
 12. Thanksgiving Day
 13. Friday following Thanksgiving Day
 14. Christmas Day
 15. Three personal days to be scheduled at the option of the employee with prior approval of a supervisor.
- B. A holiday shall be granted for any other day proclaimed a special holiday by the Borough Council. Communications Officers shall receive compensatory time for a special holiday.
- C. Permanent full-time employees who are assigned to work on any of the above-mentioned holidays, except for Communications Officers, shall receive, in addition to their rate of pay for that day, holiday pay at the rate of time and one-half their regular rate of pay for each authorized hour actually worked.
- D. If a holiday falls on a Saturday, it shall be celebrated on the Friday prior; if on a Sunday, it shall be granted on the following Monday.
- E. Communications Officers shall not receive overtime or holiday pay for holidays worked. Communications Officers shall receive fourteen (14) holidays per year at their rate of regular pay to be paid 7 days in the first pay period in June and 7 days in the first pay period in December and three (3) personal days on such days as approved by the Chief of Police.
- F. Permanent part-time employees shall receive the holidays as listed above. Crossing Guards, not including probationary, temporary or seasonal Crossing Guards, after completion of one (1) year of permanent employment shall receive the holidays as specified in the attached Appendix "B".

XVI. MEDICAL AND DENTAL INSURANCE

The Borough of Leonia shall provide medical and dental coverage for all permanent full-time employees and their eligible dependents covered by this agreement. Further, the Borough shall have the right to reorganize the health plan and provide health and dental insurance comparable to the State Health Plan.

XVII. UNIFORM ALLOWANCE AND TRAINING

A. Uniform allowances shall be provided to the following classifications of employees:

Communications Officers:

2003	\$ 400.00
2004	\$ 400.00
2005	\$ 400.00
2006	\$ 450.00

Special Police Officers/EMT Traffic Officers:

2003	\$ 500.00
2004	\$ 500.00
2005	\$ 500.00
2006	\$ 550.00

B. Communications Officers shall receive sixteen (16) hours of training per year. Such training shall be agreed to by the Chief of Police and the Communications Officers.

XVIII. GENERAL

- A. The terms and conditions contained herein shall supersede any contrary terms and conditions, whether contained in ordinance except where specific reference is made to Borough Personnel Policies or elsewhere, but shall not supersede any of the requirements or prescriptions of N.J.S.A. 34:13A-1 et seq. as amended and supplemented, all of which rights and prescriptions, to the extent required by law, shall govern the relationship of the parties and the construction of this Agreement.

- B. This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining.

- C. If any clause contained in this Agreement is hereafter found to be illegal, that clause shall no longer apply to this contract, but the balance hereof shall remain in full force and effect.

- D. Errors in payment of wages shall be corrected during the week following discovery of the error, provided the employee has brought the error to the attention of the municipal administrator in writing, through the department head, in sufficient time for the error to be corrected.

- E. In the event there is any matter or subject which is not specifically covered in this Agreement, then the Borough's Personnel Policies as currently then in existence shall govern those issues.

XIX. MANAGEMENT OF THE BOROUGH'S AFFAIRS

- A. It is recognized that the management of the Borough government, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Borough. Accordingly, the Borough retains the rights including but not limited to, the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause; assignment, promotion or transfer; the determination of the amount of overtime to be worked; the relief of employees from duty because of lack of work or for other legitimate reasons; decisions regarding the number and location of its facilities, stations, etc.; determination of the work to be performed within the unit; maintenance and repair; amount of supervision necessary; machinery and tool equipment; methods; schedule of work, together with the selection, procurement, designing, engineering and the control of the equipment and materials; the purchase of services of others, contract or otherwise; except as they may be otherwise specifically limited in this Agreement, and to make reasonable binding rules which shall not be used to permanently change the present duties of the job classifications.
- B. The Union and employees shall have the right to submit to grievance and arbitration any exercise of these rights which prejudice or deprive the Union or any employee of any existing contract right or benefit.
- C. Management reserves the right to pursue privatization, as allowed by law.

XX. RETIREMENT

- A. All employees enrolled in the Public Employee's Retirement System of the State of New Jersey are subject to the requirements and provisions of the plan.
- B. Employees' contribution to the plan is deducted from the salary paid to such employees and remitted to the State of New Jersey as required and prescribed by law.
- C. The employer's contribution for an employee is determined by, and subsequently remitted to, the State of New Jersey, in accordance with the provisions of the law.
- D. Employees having completed the required number of years of service and having attained the specified age may apply for retirement, as provided by the plan.

XXI. UNION PRIVILEGES

- A. An authorized officer or representative of the Union shall have access during the business hours for the purpose of participation in the adjustment of grievances and disputes, for investigation of matters herein described, covered by this Agreement and for the basic purpose of effectuating the principles and provisions contained in this Agreement. Such authorized officer or representative shall notify the department head or the Borough Administrator in advance of his/her intention of exercising the rights covered by this clause.

- B. No more than two (2) work days total per calendar year may be used by the Union for attendance at seminars pertaining to Union matters. Only the Chief Shop Steward or Assistant Shop Steward may use these days providing a prior written request has been submitted to the appropriate Department Head.

XXII. CONTINUED OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operation of the Borough's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

- B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be, and that the Union, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or other similar action which would involved suspension of or interference with, normal work performance.

- C. The Borough shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in an strike, slowdown or other such interference.

IN WITNESS WHEREOF, we have set our hands this _____ day of _____, 2005.

THE BOROUGH OF LEONIA

Attest: _____ By: _____, Mayor

LOCAL 29, R.W.D.S.U.

Attest: _____ By: _____

APPENDIX "A"

CROSSING GUARDS

- A. All existing permanent Crossing Guards, with at least one (1) year of service, shall be paid as follows:

<u>Year</u>	<u>Amount</u>
2003	\$ 12.84 per hour
2004	\$ 13.34 per hour
2005	\$ 13.84 per hour
2006	\$ 14.84 per hour

- B. Any new Crossing Guard hired during the term of this Agreement shall be paid at the rate of \$10.34 per hour, and shall be entitled to a \$.50 per hour raise for each additional year of service.
- C. The hourly rate specified above shall not be adjusted for any percentage adjustment set forth in Article VI of this Agreement, irrespective of any terms to the contrary.

COMMUNICATIONS OFFICERS

- A. Any Communications Officer hired during the term of this agreement shall be paid initially \$29,000 per year. After successful completion of the six (6) months probationary period, the salary shall be increased to \$30,000. After twelve (12) months of permanent service, not including probationary services, the salary shall be \$31,500.
- B. Every Communications Officer with eight (8) years of continuous full-time service shall receive the following additional amounts in base pay.

<u>Year</u>	<u>Amount</u>
2003	\$ 1,000
2004	\$ 1,000
2005	\$ 1,000

APPENDIX "B"

CROSSING GUARDS - BENEFITS

- A. All Crossing Guards hired as permanent part-time employees, prior to September 2004, shall receive leave time as follows::

Nine (9) paid holidays
Eight (8) paid sick days

Vacation as follows:

After completion of one (1) year of employment on a regular schedule, vacation will be paid at the conclusion of the school year, according to the following schedule:

At the end of 1 st through 9 th school year	9 days
At the end of 10 th through 19 th school year	14 days
At the end of 20 th and subsequent school years	19 days

- B. All Crossing Guards on a reduced hourly schedule or those hired as permanent part-time employees, after September 2004, shall work less than twenty (20) hours per each week and shall receive leave time as follows:

Nine (9) paid holidays
Five (5) paid sick days or prorated based on hours worked
Five (5) vacation days, or prorated based on hours worked with two (2) additional days after ten (10) years of continuing service.

- C. The above payments for leave days will be at the regular hourly rate of pay based on the employee's average daily scheduled hours. If, on any scheduled working day, a Crossing Guard is notified that he/she should not report to work on that day, such employee shall be entitled to two (2) hours pay at the regular rate.
- D. All sick days shall be paid in accordance with Borough policy.
- E. Health insurance shall only be provided to Crossing Guards hired prior to September 2004, provided that they are scheduled to work twenty (20) hours per week. Absences without pay shall not count as work time.
- F. Crossing Guards shall not be eligible for short term disability insurance.

G. The Borough shall provide uniforms that consist of the following items:

- rain coat
- winter coat
- spring coat
- gloves
- safety vest
- \$25.00 annual for boot allowance.

These items shall be replaced, when worn, as determined by the Police Chief.

H. During the term of this Agreement only, Crossing Guards with less than twenty-five (25) years of service who retire during the term of this Agreement, or employees who accept a permanent reduction in hours will receive a one-time cash benefit of \$2,500.