

AGREEMENT

between

BOROUGH OF HIGHTSTOWN,  
COUNTY OF MERCER

and

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
AFL-CIO, LOCAL 32

(White Collar Unit)

JANUARY 1, 2015 through DECEMBER 31, 2018

TABLE OF CONTENTS

PREAMBLE .....1

ARTICLE I  
    RECOGNITION .....2

ARTICLE II  
    MANAGEMENT RIGHTS .....3

ARTICLE III  
    RULES AND REGULATIONS .....2

ARTICLE IV  
    NON-DISCRIMINATION .....3

ARTICLE V  
    MAINTENANCE OF WORK OPERATIONS .....3

ARTICLE VI  
    GRIEVANCE PROCEDURE .....4

ARTICLE VII  
    DISCIPLINE .....6

ARTICLE VIII  
    DUES DEDUCTION AND AGENCY SHOP .....6

ARTICLE IX  
    HOURS OF WORK AND OVERTIME .....8

ARTICLE X  
    SALARIES AND WAGES .....9

ARTICLE XI  
    LONGEVITY .....11

ARTICLE XII  
    VACATIONS .....11

ARTICLE XIII  
    HOLIDAYS .....13

ARTICLE XIV  
    PERSONAL DAYS .....13

ARTICLE XV  
    SICK LEAVE .....14

ARTICLE XVI	
BEREAVEMENT LEAVE .....	15
ARTICLE XVII	
JURY LEAVE .....	16
ARTICLE XVIII	
INJURY LEAVE.....	16
ARTICLE XIX	
MATERNITY LEAVE .....	18
ARTICLE XX	
MILITARY LEAVE .....	18
ARTICLE XXI	
UNION LEAVE .....	19
ARTICLE XXII	
LEAVE OF ABSENCE WITHOUT PAY.....	19
ARTICLE XXIII	
ABSENCE WITHOUT LEAVE .....	20
ARTICLE XXIV	
HOSPITAL AND MEDICAL INSURANCE.....	20
ARTICLE XXV	
PERSONNEL FILES .....	21
ARTICLE XXVI	
BULLETIN BOARD.....	21
ARTICLE XXVII	
PROMOTIONS .....	22
ARTICLE XXVIII	
PROBATIONARY PERIOD .....	22
ARTICLE XXIX	
SENIORITY .....	23
ARTICLE XXX	
LAYOFF AND RECALL .....	23
ARTICLE XXXI	
TRANSFER .....	25
ARTICLE XXXII	
SEPARABILITY AND SAVINGS .....	25

ARTICLE IV  
NON-DISCRIMINATION

A. The Borough and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, age, political affiliation, familial status, sexual preference or orientation, or disability if otherwise qualified to perform the essential functions of the position with or without reasonable accommodation.

B. The Borough and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Borough or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE V  
MAINTENANCE OF WORK OPERATIONS

A. The Union hereby 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, work stoppage, slow-down, walk-out or other illegal job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement only if the Union authorizes, approves or condones such action.

B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned, or from supporting any such action by any other employee or group of employees of the Borough, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work.

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

D. The Borough agrees that it will not engage in the lockout of any of its employees.

ARTICLE VI  
GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.
- C. The term "grievance" as used herein means an appeal by the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of any provisions of this Agreement.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any Step is waived by mutual consent:

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

Step Two: If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate supervisor, the aggrieved or the Union may present the grievance in writing within ten (10) calendar days thereof to their respective Department Head or his designated representative. The written grievance at this Step shall contain the relevant facts, the applicable Section of the Contract allegedly violated, and the remedy requested by the grievant. The Department Head or his designated representative will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Borough Administrator within ten (10) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The

Borough Administrator shall respond, in writing, to the grievance within twenty (20) calendar days of the submission.

Step Four: If the Union wishes to appeal the decision of the Borough Administrator, such appeal shall be presented in writing to the governing body within twenty (20) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The governing body shall consult and respond to the grievance within thirty (30) calendar days of the submission.

Step Five: If the grievance is not settled through Steps One, Two, Three and Four, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission within twenty (20) calendar days after receipt of the governing body's response.

E. 1. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an arbitrator in any single case.

2. The fees and expenses of the arbitrator shall be borne equally by the parties. Any other expenses incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.

3. The arbitrator shall be bound by the terms and conditions of this Agreement and shall not have any power to add to, subtract from or in any way modify any of the terms of this Agreement.

4. The decision of the arbitrator shall be in writing with the reasons therefore and shall be binding upon the parties, subject, however, to the provisions of N.J.S.A. 2A:24-1 et seq..

F. Upon prior notice to and authorization of the Borough, the designated Union representatives shall be permitted as members of the Grievance Committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding Step shall be

deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

ARTICLE VII

DISCIPLINE

- A. The parties recognize the concept of progressive discipline. Discipline may include any or all of the following:
  - i. verbal reprimand
  - ii. written reprimand
  - iii. suspension without pay
  - iv. termination
  
- B. The Borough may utilize any or all of the above types of discipline depending upon the severity and/or the repetitive nature of the conduct to be disciplined.
  
- C. Employees shall receive an employee interview with the employee's Department Head whenever disciplined. The type and results of the interview, along with any employee response, shall be recorded and placed in the employee's personnel file.
  
- D. Employees shall have the right to have a representative present at the employee's request at any and every step of the disciplinary procedure. A copy of a disciplinary action shall be given to the Shop Steward.

ARTICLE VIII

DUES DEDUCTIONS AND AGENCY SHOP

- A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, initiation fees and dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Borough Treasurer during the month following the filing of such card with the Borough.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to 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 and signed by the President of the Union advising of such changed deduction.

D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Borough Clerk.

E. Any such written authorization may only be withdrawn between the period of the 1st of April and the 30th of June by filing a withdrawal notice with the Borough Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Borough agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances and wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Borough.



J. Prior to January 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Borough and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Borough. This appeal procedure shall in no way involve the Borough or require the Borough to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. 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 or the fair share assessment information as furnished by the Union to the Borough, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.

ARTICLE IX  
HOURS OF WORK AND OVERTIME

A. The Union recognizes the right of the Borough to schedule all bargaining unit personnel to work a forty (40) hour per week shift. Normal working hours are an employee's scheduled work period as prescribed by the Borough.

B. Employees must be present and ready for work at the designated starting time for their operation. Employees must not leave work until the designated quitting time.

C. Lunch breaks of a one (1) hour duration, except for dispatchers, are staggered where necessary to afford maximum availability to the public, unless otherwise approved by the Department Head, and employees must return to work at the designated time. Continuous work schedules without lunch breaks are prohibited under normal circumstances. Under no circumstances shall the lunch break commence later than five (5) hours after the starting time.

D. Overtime is any approved time worked over and above the normal workweek. If the needs of the Borough require work done on an overtime basis, employees may reasonably be required to work beyond the hours normally worked.

E. Overtime will be scheduled and authorized in advance by the Department Head or Supervisor as necessary.

F. A Department Head or Supervisor who anticipates the need for considerable overtime should give employees advance notice of required overtime work pending.

G. Volunteers shall be sought for overtime on a rotating seniority basis first. If there are no volunteers, the assignment of overtime shall be made on a rotating basis among those employees who are capable of performing the work as determined by the Department Head.

H. A rotation system of overtime assignments should be in effect when more than one person in the organization is capable of performing the work to be done. The rotation shall be in order of seniority.

I. Absence on approved leave during the basic workweek should not reduce the amount of overtime pay to which an employee may be entitled. Whenever the hours of the work week are shortened by a legal holiday or other officially excused day, time worked in excess of the shortened hours is considered overtime.

J. Unauthorized working of overtime may be cause for disciplinary action.

K. 1. Employees working beyond their normally scheduled workweek up to forty (40) hours per week will be compensated at the hourly rate.

2. Employees working over forty (40) hours per week must be paid at the rate of one and one-half (1 1/2) times their hourly rate.

L. All hours worked overtime and the reasons for the overtime will be properly recorded on the employee's time sheet after being authorized in advance by the Department Head.

M. An employee who must return to work after regular hours which are not contiguous to his regular workday or on a weekend or holiday will be paid for a minimum of two (2) hours work at the appropriate rate of pay.

N. Department Heads will authorize in advance all overtime to be worked by employees within their department.

ARTICLE X  
SALARIES AND WAGES

A. Each employee covered by this Agreement shall receive an hourly rate adjustment in accordance with appendix A attached for the year 2015.

B. Effective January 1, 2016 , each employee covered by this Agreement shall receive a two\_percent (2%) increase added to his/her base salary of December 31, 2015.

C. Effective January 1, 2017, each employee covered by this Agreement shall receive a two percent (2%) increase added to his/her base salary of December 31, 2016.

D. Effective January 1, 2018 each employee covered by this agreement shall receive a two (2) percent increase added to his/her base salary of December 31, 2017.

E Deleted

F New F

1 The Borough will automatically change the salary rate of a new employee who started at the lowest rate in the pay scale, upon a satisfactory performance review during the first 5 years of employment. The increases shall be \$1.00 after year one, and \$.50 after year 2, 3, & 4.

2 The Borough has the sole discretion to place any new hire and or promoted/transferred employee at any rate in the scale based on the new employee's experience, training, and or qualifications not to exceed the mid-point of the range.

3 Add: ~~The Borough also has the discretion to move any employee to another step on the employee's existing salary scale based upon performance of the employee.~~ However any performance increase shall be limited to a one step increase within any 12 month period.

G All full-time Dispatchers covered under this agreement shall receive a shift differential stipend of \$0.50 per hour for all hours worked between 4:30 p.m. and 8:30 a.m. Effective January 1, 2017 the differential shall be \$.75 per hour

H An hourly bargaining unit employee who is designated as on-call shall be entitled to a stipend of \$50 per week of on-call duty. To receive the on-call stipend, the employee must:

1. Be officially designated by the Department Head as on-call;
2. Be reachable by telephone or pager during the assigned on-call period;
3. Restrict personal travel to permit immediate availability;
4. Respond by phone within ten (10) minutes and/or arrive within thirty (30) minutes when notified by pager, unless otherwise stipulated by the Department Head.

ARTICLE XI

LONGEVITY

Each employee covered by this agreement shall, in addition to his or her regular wages and benefits, be paid longevity increments based upon years of service with the Borough in accordance with the following schedule:

After five (5) years of service .....	\$650.00
After ten (10) years of service .....	\$1000.00
After fifteen (15) years of service .....	\$1350.00
After twenty (20) years of service .....	\$1700.00
After twenty-five (25) years of service .....	\$2100.00

Effective January 1, 2015 no employee hired after this date shall be eligible for longevity increments

ARTICLE XII

VACATIONS

A. All employees shall be entitled to vacation with no loss of pay in accordance with the following schedule of service to the Borough:

Years of Service	Days of Vacation
Date of hire to December 31 of that calendar year	One day for each full month of employment up to a maximum of 10 working days

After one full year of service	10 working days per year
After five full years of service	15 working days per year
After 10 full years of service	20 working days per year

B. When increased through longevity, additional vacation time shall be credited on a pro-rata monthly basis.

*Example: Employee completes five full years of service as of July 1, 2008. He/she would receive a prorated share (in this case, 50%) of the additional vacation days for that year. Vacation days credited for 2008 in this example would be 12½.*

C. The vacation schedule shall be sent to each employee to select their vacation period. In preparing the final vacation schedules the Borough shall endeavor to assign vacations on the basis of department seniority of its employees.

D. Vacations may be taken at any time between January 2nd and December 31st. Final scheduling shall be with the approval of the Borough. Up to 5 days vacation time not taken during the calendar year in which it is earned shall be paid for by the Borough at the employee's current rate of pay in the first pay period of the next succeeding year or at the employee's option, one (1) week may be carried over into the next succeeding year only. Any vacation that could not be approved due to the business requirements of the Borough may also be carried.

E. No more than one (1) employee in each department shall be entitled to take vacation at any one time. More than one (1) employee in each department may take vacation at the same time at the sole discretion of the Department Head.

F. An employee who terminates his employment with the Borough, or whose employment is terminated by the Borough, shall be entitled to vacation time and/or vacation pay on a pro-rata basis.

G. Vacation days shall be accrued on a pro-rata monthly basis. When an employee is absent for more than fifty (50%) percent of his scheduled work days in any given month due to disciplinary suspension, sick leave, or leave of absence with or without pay, said employee shall not accrue any vacation for that month. The term "leave of absence with or without pay" shall not include contractual time off not mentioned in this section (i.e., vacation leave, holidays, injury leave, etc.).

H. Employees shall receive their vacation pay on their last day worked before the start of their vacation, provided the employee makes the request for such payment two weeks in advance.

ARTICLE XIII

HOLIDAYS

A. During each year of this Agreement, the Borough agrees to grant all employees with the bargaining unit twelve (12) paid holidays in accordance with the following schedule:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

B. Employees receiving holidays off pursuant to Section A. who work on any of the above holidays shall receive pay at the rate of one and one-half (1<sup>1</sup>A) times their regular rate of pay for all hours worked on the holiday, plus their regular holiday pay. To be eligible for holiday pay, said employee must work the scheduled work day before and the scheduled work day after the holiday, unless the day is an excused day with pay, or there are extenuating circumstances to be stated in writing.

C. If a holiday falls on Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday, at the discretion of the Borough.

D. If a holiday falls within the vacation period of an employee, the employee shall receive pay for same, or an additional day of vacation, at the discretion of the Borough.

ARTICLE XIV

PERSONAL DAYS

A. Employees covered by this Agreement will be eligible for personal days to be used for personal, business, household or family matters as described in this Article, as follows:

After four (4) months of employment — one (1) day  
After eight (8) months of employment — two (2) days  
After one (1) year of employment — three (3) days per year

B. Personal days shall be non-cumulative from year to year.

C. Business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside of the work day.

D. Personal, household or family refers to matters where the employee's absence from duty is necessary for the welfare of the employee or his/her family.

E. Application in duplicate for a personal day containing the reasons for the leave must be submitted at least forty-eight (48) hours in advance. Personal days may be granted without forty-eight (48) hours advance notice for an unforeseen occurrence which necessitates the presence of the employee and for which the employee had no prior knowledge and is unable to resolve the situation outside of the work day. However, said days shall be charged against sick leave. Personal leave will not be granted if it interferes with the manpower needs of the Department.

#### ARTICLE XV

#### SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty by an employee by reason of personal illness, accident or exposure to contagious disease, or to care for a sick family member consistent with the provisions of the New Jersey Family Leave Act and the Federal Medical and Family Leave Act.

B. An employee who is absent for reasons that entitle him to sick leave shall notify his supervisor promptly, but not later than two (2) hours before the employee's usual reporting time.

C. Sick leave shall accrue for regular full-time employees at the rate of one (1) working day per month in every calendar year of employment beginning after completion of six (6) months of employment, and shall accumulate from year to year up to a maximum of ninety (90) days.

D. Sick leave shall commence from the first day of illness and may be used to care for a sick family member consistent with paragraph A. above. A certificate of a reputable physician in attendance shall be required as proof of need of the employee's leave after three (3) consecutive days sick leave or after five (5) days sick leave in any one (1) year, unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six

(6) months, provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause a subsequent absence from employment.

E. If an employee's supervisor requires proof of fitness to return to work pursuant to this Section, the employee shall be examined by the Borough physician or any other physician designated by the Borough at the Borough's expense. If the employee chooses to be examined by any other physician, the examination shall be at the employee's expense.

F. In cases of leaves of absence ordered by the Borough physician and/or County Board of Health due to exposure to contagious disease, a certificate from the Department of Health shall be required before the employee may return to work, and time lost will not apply to sick leave time or any loss of pay.

G. When an employee reports for work and is forced, because of illness, to leave work after working at least two (2) hours, the maximum deduction from the employee's sick leave will be one-half (A) day.

H. If an employee is absent from work for more than fifty (50%) percent of his/her scheduled work days in any given month due to disciplinary suspension, sick leave, or leave of absence with or without pay, said employee shall not accrue sick time for that month. The term "leave of absence" shall not apply to any other contractual time off (i.e., injury leave, vacation leave, holiday leave, etc.).

I. Upon retirement pursuant to the Public Employees Retirement System an employee with twenty (20) years or more of service to the Borough shall be entitled to pay for all accumulated unused sick leave up to a maximum of ninety (90) days or \$10,000, whichever is less.

J. During December of each year, all bargaining unit employees shall have the option of selling back to the Borough five (5) sick days per calendar year, provided the employee has accumulated at least thirty (30) sick days as of December 1<sup>st</sup>.

## ARTICLE XVI

### BEREAVEMENT LEAVE

A. In the event of a death in the employee's immediate family, the employee shall be entitled to three (3) days funeral leave, which must be taken on consecutive work days, and which must commence between the day of death and the day of the funeral.



B. The term "immediate family" shall be defined as the employee's parents, parents-in-law, spouse, child, stepchild, brother, sister, stepparents or grandparents.

C. The Borough may, in its sole discretion, grant the employee one (1) leave day for the death of any other member of the employee's family.

D. The employee, with the approval of the Department Head and the Borough Administrator, may take additional time off for funeral leave by utilizing his or her accumulated time off (vacation days, personal days, etc.).

#### ARTICLE XVII

#### JURY LEAVE

A. Any permanent full-time employee who loses time from his or her job because of jury duty as certified by the Clerk of the Court shall be paid by the Borough the difference between his or her daily base rate of pay (up to a maximum of the normal number of hours per day) and the daily jury fee subject to the following conditions:

1. The employee must notify the Department Head immediately upon receipt of a summons for jury service;
2. The employee has not voluntarily sought jury service;
3. No employee is attending jury duty during vacation and/or other time off from Borough employment; and
4. The employee submits adequate proof of the time served on the jury and the amount received for such service.

B. If on any given day an employee is attending jury duty, he or she is released by the Court prior to 12:00 Noon, that employee shall be required to return to work by 1 PM that day in order to receive pay for that day.

ARTICLE XVIII  
INJURY LEAVE

A. I. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to thirty (30) days. In the event an employee is granted said injury leave, the Borough's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the Borough. At the Borough's option, the employee shall either surrender and deliver his entire salary payments, or the Borough shall pay the difference.

2. If an employee returns to work from injury leave of less than thirty (30) days, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than thirty (30) days.

3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to thirty (30) days if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. When an employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Borough's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workmen's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and, if necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, he or she shall be advanced sick time to cover the absence. If the employee leaves the employ of the Borough prior to reimbursing the Borough for such advanced time, the employee shall be required to reimburse the Borough for such advanced time.

C. Any employee who is injured, whether slight or severe, while working, must make an immediate report within two (2) hours thereof to their Department Head.

D. It is understood that the employee must file an injury report with their Department Head so that the Borough may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.