

AGREEMENT

BETWEEN

BOROUGH OF LINCOLN PARK
MORRIS COUNTY, NEW JERSEY

AND

LOCAL 74
UNITED SERVICE WORKERS UNION

"Lincoln Park – Crossing Guards"

For the term of:

JANUARY 1, 2018 through DECEMBER 31, 2020

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AGREEMENT

By this Agreement, made this 27th day of September, 2018 _____, by and between the BOROUGH OF LINCOLN PARK (hereinafter referred to as "Borough") and the UNITED SERVICE WORKERS UNION, (hereinafter referred to as the "Union"), which has as its purpose the promotion of harmonious relations between the Borough and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment, the parties hereto mutually agree as follows:

ARTICLE 1 RECOGNITION

- A. The Borough recognizes the Union as the exclusive collective bargaining agent concerning salaries, hours and other terms and conditions of employment for School Crossing Guards (hereinafter referred to as "employees" or "members" of the bargaining unit), excepting there from all C.E.T.A. employees.
- B. Person employed as School Crossing Guards shall be appointed by the Governing Body of the Borough of Lincoln Park for terms not exceeding one year, in accordance with State law. The following shall be excluded from the bargaining unit: (a) all managerial and supervisory staff, (b) all temporary employees, and (c) all workers hired and funded on a joint, cooperative basis with another unit of government.
- C. There shall be a distinction between *Regular* and *Floater* guards. *Regular* shall be considered one who holds a regular post and *Floater* shall be considered one who floats from post to post as needed by the Borough. Again all things being equal, the least senior person shall serve as a *Floater*. The Police Department will also consider the need to rotate people through different posts, so as to cross-train them for different conditions and sites in the appointment of permanent assignments and those to fill in when the primary assignee is unavailable.

ARTICLE 2 DISCRIMINATION AND COERCION

Neither the Borough, nor the Union, nor any of their agents, shall discriminate against, or in favor of, or intimidate or coerce any employee because of his Union membership or non-membership or his participation or non-participation in Union activities. Neither the Borough nor the Union shall discriminate against any employee because of, but not limited to, race, color, sex, sexual orientation, religion, national origin, political affiliation, marital status, age, veteran status or physical disability (unless based on a bona fide job requirement).

ARTICLE 3
UNION SECURITY

The Borough agrees to give effect to the following form of Union security:

- A. All permanent, full-time employees, and all permanent, part-time employees, who are members of the bargaining unit on the date of execution of this Agreement, may remain members of the bargaining unit in good standing.
- B. It is agreed that at the time of hiring, the Borough will inform newly hired employees, who fall within the bargaining unit, that they may join the Union ninety (90) calendar days thereafter.

ARTICLE 4
UNION DUES-CHECK-OFF

- A. The Borough agrees to deduct Union dues from the wages of employees within the bargaining unit provided the employee executes a proper written legal authorization for such dues deduction. Said dues shall be deducted monthly and remitted monthly to the Union Treasurer. The Union shall notify the Borough in writing of the amount to be deducted. The Borough shall not be responsible for the transmission, receipt and use of the funds when payment has been placed in the mail or picked up by the Union.
- B. The Borough recognizes the form of Union security known as "Agency Shop". Any non-member employee in the bargaining unit who chooses not to authorize the deduction of membership dues, initiation fees and assessments charged by the Union to its own members shall pay a representation fee which is derived from the cost of the benefit provided to employees of the Union (including but not limited to) Union service, grievance and bargaining representation, but in no event shall such fee exceed 85% of the regular membership dues. The Union shall advise the Borough in writing of the amount due from each non-member employee as aforesaid and certify that such sum does not exceed 85% of the regular membership dues.
- C. Any non-member employee in the bargaining unit who pays a representation fee in lieu of dues as aforesaid, shall have the right to demand and receive from the majority representative under proceedings established and maintained in accordance with N.J.S.A. 34:13A-5.6, a return of any part of that fee paid by him which represents the employee's additional pro-rata share of expenditures by the majority representative that is either in aid of activities or causes by a partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative. The pro-rata share subject to refund shall not reflect, however, the cost of support of lobbying activities designed to force the policy goals and collective negotiations and contract administration or to secure for the employees represented advantages in wages, hour and other condition of employment in addition to those secured for collective negotiations with the public employer.
- D. The Union shall be solely responsible to account to such employees for the receipt and

disbursement of all funds collected pursuant to this Paragraph and shall indemnify and hold the Borough harmless from all loss and liability including, without limitation, all cost of defense on account of any claim asserted by any person relating to the collection, disbursement and purposes for which such funds may or shall be used. Notwithstanding the foregoing, this section shall not be construed to prevent the Borough's attorney from appearing or participating in any litigation to which the Borough is a party.

- E. If, during the term of this Agreement, the Union effectuates any change in the rate of membership dues, the Union shall furnish to the Borough written notice of same sixty (60) days prior to the effective date of such change.
- F. Within fifteen (15) days of deduction, the amounts so deducted shall be certified to the Borough by the Union and the aggregate deductions of all employees shall be remitted to the Union together with the list names of all employees for whom the deduction were made.

ARTICLE 5 MANAGEMENT RIGHTS

- A. In order to effectively administer the affairs of the Borough and to properly serve the public, the Borough hereby reserves and retains unto itself, as public employer, all the powers, rights, authorities, duties and responsibilities conferred upon and vested in it by law or otherwise prior to signing of the Agreement. In accordance with Civil Service Rules and Regulations, except where expressly modified by the Agreement, the Borough's prerogatives included the following rights without the limit of the foregoing.
 - 1. To manage and administer the affairs and operations of the Borough;
 - 2. To direct the Borough's working forces and operations;
 - 3. To hire, promote and assign employees;
 - 4. To demote, suspend, discharge or otherwise discipline employees;
 - 5. To maintain efficiency of the Borough's operations;
 - 6. To determine the methods, means, job classifications and personnel by which such operations are to be conducted;
 - 7. To discharge employees from duties because of lack of work or for other legitimate reasons, such layoff to be made in order of seniority, in the class, the person(s) last appointed to be first laid off;
 - 8. To determine reasonable schedules of work and establish methods and processes by which such work is to be performed;
 - 9. To take whatever actions may be necessary to carry out the responsibilities of the Borough;
 - 10. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and
 - 11. To promulgate rules and regulations from time to time, which may effect the orderly and efficient administration of municipal government.
- B. With respect to Paragraph A. above, the Borough's use and enjoyment of its powers, rights,

authorities, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion in connection therewith, shall be limited only by the terms of the Agreement and to the extent that the same conform to the laws of New Jersey and of the United States.

- C. Nothing contained in this Agreement shall operate to deny to or restrict the Borough in the exercise of its rights, responsibilities and authorities pursuant to the laws of this State or the United States.
- D. The Union hereby acknowledges that the Borough being a public agency is free to use Union or non-union contractors and sub-contractors without interference from the Union, its officers or its members. Further, the Borough shall have the right, at its sole discretion, to apportion work by subcontract or other similar means, as it may see fit, in order that the services to be performed by the Borough may be carried out for the benefit of the public.

ARTICLE 6 GRIEVANCE PROCEDURE

A. Purpose:

1. 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 this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate. Where there is a dispute and pending the grievance procedure, work shall continue in a regular and orderly manner without interruption.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his departmental supervisory staff and having the grievance adjusted without formal proceedings.

B. Definition:

1. The term "Grievance" as used herein means any controversy arising over the interpretation, application or violation of the provisions of this Agreement and may be raised by an individual, the Union or the Borough.
2. "Days" mean working days exclusive of weekends and holidays.

C. Steps of the Grievance Procedure:

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:

1. Step One: Department Head

- a. A member of the bargaining unit having a grievance shall, within ten (10) days after the occurrence of the grievance, submit such grievance, in writing, signed and dated, to the department head. Any grievance not filed within ten (10) days

of its occurrence shall be considered void.

- b. The written grievance must identify the grievant by name(s); if filed by the Union, it must identify the Union's representative as well; must set forth with particularity a clear and concise statement of the facts constituting the grievance, including the specific action or failure to act alleged, the time and place of occurrence of such specific action or failure to act, and the names of the person(s) causing such action or failure to act, if applicable, and the specific contract provision(s) forming the basis of the grievance; and must set forth with particularity the remedy sought by the grievant. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing.
- c. Once a grievance comporting with the foregoing requirements of specificity and identification is timely filed, the Department Head shall render a decision within five (5) working days after receipt of the grievance.

2. Step Two: Department Director

- a. In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the immediate superior has not served a timely written response at Step One, then within five (5) working days after the response date set forth in Step One the grievant may present the written grievance and any written response received at Step One to the Department Director, together with a written, signed and dated statement of the grievant's dissatisfaction with the results at Step One.
- b. Upon receipt of the grievance, the Department Director, or his representative, shall render a decision in writing within five (5) working days from the receipt of the grievance.

3. Step Three - Borough Administrator

- a. In the event the grievance is not resolved to the grievant's satisfaction at Step Two, or in the event the Department Director has not served a timely written response date set forth in Step Two, then within five (5) working days after the response date set forth in Step Two, the grievant may present the written grievance and any written response(s) received at Step One and/or Step Two to the Borough Administrator, together with a written, signed and dated statement of the grievant's dissatisfaction with the results in Step Two.
- b. Upon receipt of the grievance, the Borough Administrator, or his representative, shall review the matter and make a determination within ten (10) working days from the receipt of the grievance.

4. Step Four- Arbitration

- a. Should the aggrieved person be dissatisfied within the decision of the Borough Administrator, or should the Borough Administrator fail to respond within the time period prescribed in Step Three, then such aggrieved person may file within twenty (20) working days for binding arbitration. The Arbitrator shall be chosen in accordance with the rules of the New Jersey Board of Mediation.
- b. If the aggrieved elects to pursue New Jersey Department of Personnel Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.
- c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
- d. The cost of services of the arbitrator shall be borne equally between the Borough and the Union. Any other expense incurred, included, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.
- e. The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) calendar days after conclusion of the arbitration hearing unless agreed to otherwise by the parties. The award of the arbitrator shall be final and binding on the parties.

D. Scheduling of Conferences, Meetings and Hearings

Grievances and arbitration conferences, meetings and hearings shall be held at mutually acceptable times and places, provided that such conferences, meetings and hearings shall be scheduled after an employee's regular working hours whenever reasonably possible. The individual grievant may have, if he so chooses, an employee representative from the Union to assist in the resolution of the grievance at such conferences, meetings and hearings. In the event such conferences, meetings and hearings are scheduled during employees' regular working hours, the individual grievant, the participating employee representative from the Union, and any necessary employee witnesses shall be released from work without loss of regular straight time pay for the purpose of participating there at. Requests for employee representatives and witness shall be made to the Borough Administrator in writing by no later than three (3) days prior to the date of any conference, meeting or hearing, and such dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Borough.

E. Borough Grievances:

Grievances initiated by the Borough shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance has occurred. Failure to act within said ten (10) calendar days shall be deemed to constitute abandonment by the Borough. A meeting shall be held within ten (10) calendars after filing a grievance between the representatives of the Borough and the Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made within twenty (20) calendar days after such meeting, the Borough Administrator may within ten (10) calendar days thereafter file for binding arbitration in accordance with Step Four above. In no event shall the exercise of this provision or the fact of its availability to the Borough be deemed a waiver of any right under appropriate circumstances to injunctive relief.

F. Grievance Representative:

A grievant may be represented by a member of the Union or anyone else of the grievant's choosing at Step One or at any subsequent proceeding, but not only if the grievant so requests such representation. If the grievant does not elect to be represented by the Union at said proceeding, a Union representative may, nevertheless, be present to protect the Union's contractual interests.

G. Civil Service Jurisdiction:

Notwithstanding any foregoing provisions to the contrary, it is the intent of the parties that no matter in dispute that is subject to the review and/or the decision of the Department of Personnel of the State of New Jersey may be submitted to arbitration. The parties hereby direct the arbitrator not to accept or to decide any matter in dispute that is subject to Civil Service Commission review and decision.

H. Grievance Limitation:

It is mutually agreed by both parties that no grievance relating to an incident that occurred prior to the execution of this contract will be entertained under the provisions of this contract.

I. Disciplinary Proceedings:

New Jersey Department of Personnel Rules and Regulations shall govern all disciplinary actions. When a suspension, fine, demotion or discharge for disciplinary purposes is taken against any member of the bargaining unit, the employee subject to said disciplinary action may grieve such action in accordance with Section C. of this Article provided the employee first submits to the Borough a written waiver of his right to appeal before the New Jersey Department of Personnel and the Merit System Board.

ARTICLE 7
NO-STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this Agreement neither the Union, its officers or members, 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., either the concerted or planned failure to report for duty, 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, slow-down, walkout or other job action against the Borough. The Union agrees that such action would constitute a material breach of the Agreement.
- B. In the event of a strike, slow-down, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.
- C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent any strike, work stoppage, slow-down, walkout or other job action against the Borough. In the event that any of the employees violate the provisions of this Article, the Union shall immediately order any of its members who participate in such action back to their jobs, forward copies of such order to the Borough, and use every means at its disposal to influence the employees to return to work.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its rights 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 by the Union or its members.
- E. The Borough shall not "lock out" members of the bargaining unit on a concerted or discriminatory basis, as a means of bringing them to accept the Borough's terms.

ARTICLE 8
PROBATION PERIOD

All new and promoted employees shall serve a probationary period according to applicable Civil Service Rules and regulations of the Department of Personnel and the Merit Board System.

ARTICLE 9
SENIORITY

- A. Seniority, which is defined as continuous employment with the Borough from date of last hire, will be given due consideration by the Borough under the following circumstances:
 - In the event the employee(s) must be laid off, this shall be done in order of seniority, with the least senior employee(s) laid off first, and the most seniority last.

- B. Every September, the beginning of the school year, any two-post positions shall be posted and offered to employees on the basis of seniority, all other things being equal as determined by the Police Department or designee. This position will be held for the duration of the school year.

ARTICLE 10
WAGES

Each employee shall receive a per diem salary for 2011 retroactive to **January 1, 2018 of \$47.08 for each day of work. Effective January 1, 2019 each employee shall receive a per diem salary of \$48.26. Effective January 1, 2020 each employee shall receive a per diem salary of \$49.47 for each day of work.** Each employee shall also received up to five (5) "snow days" annually. A "snow day" is a regular workday during which the employee is ready and able to work but is excused from work by the Borough because the school served by the employee's station has been closed by the appropriate school authorities because of inclement weather.

ARTICLE 11
LONGEVITY

Employees shall be entitled to longevity in addition to base pay in accordance with the following schedule:

1 to 5 years	No compensation
6 to 10 years	\$50.00
11 years	\$125.00

During the initial years of eligibility (start of the 6th year of employment), longevity pay will be pro-rated from the employee's anniversary date to the end of the year. The longevity will be paid in a lump sum on or before December 15th of each year.

ARTICLE 12
BOROUGH/UNION COOPERATION

The Union recognizes that it is the responsibility of the Borough to determine levels of performance and working conditions for employees. The Union pledges its cooperation in the following areas:

- A. Employee Performance: The Union shall encourage all employees to:
1. Maintain and improve levels of performance;

2. Cooperate in the installation of methods and technological improvements and suggest other improvements where possible;
3. Assist, where possible, in building good will between the Borough and the Union and the public at large.

B. Employee Training:

The Borough and the Union agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increase levels of competence by:

1. Keeping abreast of changes occurring in their operation;
2. Participating in development activities in order to perform more efficiently in current and future assignments;
3. Utilizing and sharing with fellow employees new skills acquired through training. Borough representatives and the Union agree to meet to consider training and development programs for employees covered by this Agreement. Such programs as required by the Borough, shall include full reimbursement by the Borough for approved courses, which are completed by employees as part of employee training program.
4. Beginning in 1987, any mandatory or required instructional or safety training which directly relates to the operations of Crossing Guards responsibilities will be reimbursed on an hourly equivalent depending on current rate of pay.

C. Employee Safety and Health:

1. The Union pledges to encourage all members to use safety equipment and observe safety rules. The Borough shall, at all times, endeavor to maintain safe and healthful working conditions, and provide employees with tools or devices to promote the safety and health of said employees.
2. A Borough representative and designated Union member shall meet periodically to discuss safety rules and health conditions and recommend to the Borough all the necessary provisions to ensure the safe use and operation of all tools, equipment and work sites.

D. Employees Reporting Absent:

Absent from post due to illness or other reason must be reported to the Police Department the night prior to the start of the workday, but no later than 6:30 a.m. of the work day. It shall then become the responsibility of the Police Department to provide any and all substitutes for that post.

ARTICLE 13
UNIFORMS

A. Uniforms and Replacement:

Beginning January 1, 2007 the uniform issue shall include winter coat, winter hat, and earmuffs, long and short sleeve polo shirts.

Beginning January 1, 2011 new hires shall be provided with "traffic safety vest and stop paddle".

B. Maintenance Allowance:

Effective January 1, 2007, a \$150.00 (one hundred fifty) dollars per year maintenance allowance payable no later than June 1 of each year. New employees shall receive pro-rata payments according to date of hire. All employees shall be provided with replacement items, if necessary, and approved by the Borough Administrator.

C. Other Conditions:

Employees shall be required to wear their uniform/traffic vest during work hours. All Guards shall be inspected by Department Head or his designated representative from time to time during the years to insure property condition, cleanliness and uniformity. Upon termination of employment, the employee shall return his/her uniform to the Borough.

ARTICLE 14
INJURY LEAVE

- A. When an employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such employee at full pay for six (6) months during the continuance of such employee=s inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Worker=s Compensation Act shall be paid over to the Borough.
- B. After the six (6) month period, the Borough will continue to provide full pay until a final judgment is made by the State Workmen=s Compensation Board. During this period, the employee's accumulated sick leave will be applied at the rate of one-half (1/2) sick day per day of continued injury leave.
- C. The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Borough may reasonably require the said employee to present such certificates from time to time.
- D. In the event the employee contends that he/she is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, and in that event, the burden shall be on the employee to establish such additional period of disability by obtaining a judgment in the Division of

Worker=s Compensation, or by the final decision of the last review court which shall be binding upon the parties. If the review is found in the employee=s favor, all sick time will be credited back to the employee.

- E. For the purpose of this Article, injury or illness incurred while the employee is working in any Borough authorized activity shall be considered in the line of duty, in keeping with State Law or applicable court decisions.
- F. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, or as to the extent of temporary disability, the parties agree to be bound by the decision of an appropriate Worker=s Compensation judgment, or, if there is an appeal there from, the final decision of the last reviewing court.
- G. A sick leave buyback policy shall be established where employees can buy back accumulated sick time at a rate of one (1) day paid for each two (2) days accumulated sold back. This policy shall be available to employees who leave after twenty five (25) or more years of service. The total buy back amount shall not exceed two thousand five hundred (\$2,500.00) dollars.

ARTICLE 15 **UNION REPRESENTATIVE**

- A. Accredited representatives of the Union may enter the Borough facilities or premises at reasonable hours for the purpose of briefly observing conditions and assisting in the adjustment of grievances. When the Union desires to have its representatives enter the Borough facilities or premises, it shall give prior notice thereof to the appropriate Borough representative and the Union representative shall not be unreasonably denied access to the premises. There shall be no interference with the normal operations of the business of the Borough government or the normal duties of employees. There shall be no Union business transacted nor meetings held on the Borough time.
- B. The Union shall notify the Borough of the officers and stewards representing the Union in connection with the terms and provisions of this Agreement. A steward, upon prior notice to and approval by his immediate supervisor, may investigate a grievance during working hours without loss of pay. Such approval by the superior shall not be unreasonably denied.

ARTICLE 16 **BULLETIN BOARDS**

The Borough shall permit the Union the use of one bulletin board for the purpose of posting notices, communications or other information in connection with the Union and its activities. Such postings shall be submitted to the Borough Administrator. The size and location of the bulletin board shall be agreed on by both the Borough and the Union.

ARTICLE 17
LEAVES OF ABSENCE

Employees subject to this Agreement may be granted a leave of absence according to the applicable Civil Service Rules of the Department of Personnel and the Merit System.

ARTICLE 18
PERSONAL LEAVE

- A. New hires after January 1, 2011 shall be granted two (2) non-cumulative paid personal days.
- B. Effective January 1, 2014 three (3) non-cumulative paid personal days shall be granted to each employee hired prior to January 1, 2011.
- B. Such personal days may be taken on any date approved by the Department Head, after adequate prior notice. If such days are not used by April 1st, of the following year, they shall be forfeited.
- C. The aforementioned paid personal days are granted in addition to "snow days" and may be used by employees for sickness, bereavements, or any other legitimate purpose. An employee shall, whenever possible, provide 24 hour advance notice to the Borough of the employee's intention to take an authorized personal day.

ARTICLE 19
VOLUNTEER FIRE OR FIRST AID SQUAD DUTY

Employees who are members of the Lincoln Park volunteer fire companies or the first aid squad, upon being summoned to an emergency call in response to a fire alarm, radio dispatch or telephone call shall be excused from their work duties during regular work hours with no loss of pay until the emergency has ended, provided however, that in the judgment of the supervisor at a work site, the employee's absence will not result in a public safety detriment.

ARTICLE 20
MUTUAL RESPECT CLAUSE

The Borough and Union agree that on-the-job relationships between management and other employees shall be based on mutual respect, within the prerogatives established under Article 5, Management Rights@.

ARTICLE 21
UNION LEAVE

The Borough shall grant up to an aggregate of five (5) paid days of leave every two years to be distributed among members of the bargaining unit to attend Union conventions or seminars. Such leave shall be requested in advance and shall not be unreasonably denied by the Borough Administrator.

ARTICLE 22
JURY DUTY

An employee who is called for jury duty shall be paid the difference between the daily fee allowed by the Court and straight time pay for regularly scheduled working time lost, exclusive of overtime and standby pay. A written request for such leave shall be given by the employee to his supervisor at least two (2) weeks in advance, or upon receipt of summons, if this occurs within two weeks of jury duty.

ARTICLE 23
CONTINUATION CLAUSE

Subject to the Public Employment Relations Act, the Union and Borough agree that all contract terms shall remain in full force and effect after expiration of the contract; and the contract may be terminated thereafter by either the Union or the Borough only in accordance with the notifications procedures mandated by the Public Employment Relations Commission.

ARTICLE 24
FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, negotiations shall not be initiated with respect to any such matter whether or not covered by this agreement, and whether or not within knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement, unless both Union and the Borough mutually consent in writing to the reopening of negotiations concerning the specified matter(s).
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 25
SEPARABILITY AND SAVINGS CLAUSE

- A. It is understood and agreed that if any provision of this Agreement or the application of the Agreement to any person or circumstance shall be held invalid, by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative and the remainder of this Agreement shall continue in full force and effect.
- B. If any such provisions are so invalid, the Borough and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE 26
MISCELLANEOUS

- A. Bereavement Leave: In case of death in the immediate family, an employee shall be granted up to five (5) days paid leave provided the employee attends the funeral or memorials services. Immediate family shall be defined as the employee's husband, wife, child, stepchild, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, maternal and paternal grandparents, grandchild, step-parents and guardians. Reasonable verification of the event may be required by the Borough. In the event of a death in the immediate family which could cause the employee to travel considerable distance or would otherwise entail additional time off, additional time off, additional days may be granted by the Borough Administrator at his/her discretion in unusual or extraordinary circumstances.
- B. Holidays: Employees shall be entitled to eight (8) paid holidays per year beginning January 1, 2007. Those days are as follows: New Year's Day, Martin Luther King Jr., Day, Good Friday, Memorial Day, Thanksgiving Day and Christmas Day. The 8th day must be taken on a school holiday. Those holidays shall be celebrated on the days authorized by the Borough.
- C. Sick Leave: Employees shall be entitled to five (5) paid sick days per year. Unused sick days shall accumulate from year to year.
- D. Certificate Award Program: Beginning in 1990 a Certificate Award Program shall be initiated by the Borough/Union in recognition of exemplary service.
- E. Vacation: Members with five (5) years or more of continuous service shall be entitled to three (3) paid vacation days per year. Vacation days must be taken during Christmas recess. Beginning January 1, 1991, members with more than seven (7) years of continuous service shall be entitled to five (5) paid vacation days per year. Vacations days must be taken during Christmas recess.

ARTICLE 27
TERM AND RENEWAL

This Agreement shall be in full force and effect retroactively as of January 1, 2018 and shall remain in effect to and including December 31, 2020. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing, no sooner than one hundred and fifty (150) days, nor later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hand and seals at the Borough of Lincoln Park, New Jersey on this 27th day of ~~July~~, 2018.
September

Local 74 United Service Workers Union

By: BA. LU-74
Title:

By: Frank Gauck
Frank Gauck, Business Representative

Borough of Lincoln Park

ATTEST:

By: Cynthia Sloane
Cynthia Sloane, Municipal Clerk (Deputy)

By: Dr. David A. Runfeldt
Dr. David A. Runfeldt, Mayor