

AGREEMENT

between

BOROUGH OF HILLSDALE

AND

UNITED PUBLIC SERVICE EMPLOYEES UNION,

NEW JERSEY DIVISION



JANUARY 1, 2012 THROUGH DECEMBER 31, 2014

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ARTICLE I
RECOGNITION

- A. The Borough hereby recognizes the United Public Service Employees Union, New Jersey Division (hereinafter referred to as "Union") as the exclusive representative of all regularly employed non-supervisory white collar employees of the Borough. Excluded from this bargaining unit are all managerial executives, confidential employees and supervisory employees within the meaning of the New Jersey Employer-Employee Relations Act, professional employees, craft employees, police, casual employees, per diem employees and all other employees employed by the Borough of Hillsdale. The following titles are also clearly included in this bargaining unit: Deputy Borough Clerk/Office Clerk/Board of Health Registrar, as well as Police Clerk/Administrative Assistant to the Police Chief. The following titles also clearly excluded from this bargaining unit: Tax Collector/Accounts Payable, as well as Construction Official/Building Subcode Official and the Public Health Nurse.
- B. The term employee, as used herein, shall be defined to include the plural as well as the singular and the female as well as the male, where applicable. This definition shall be limited to all appointed full time and designated part-time employees and shall exclude all temporary employees.
- C. The Borough agrees that the Union shall be entitled to act for and to negotiate agreements covering all employees in the unit and shall be responsible for representing the interests in all such employees in the unit and shall be responsible for representing the interests of all such employees without discrimination.
- D. The Borough agrees that it will not enter into any contract or memorandum of agreement with anyone but the Union with regard to the terms and conditions of employment for personnel covered by this Agreement.
- E. The duly authorized negotiation agent of either the Borough or the Union is not required to be an employee of or connected with the Borough.
- F. The exclusivity of the Union's representation is expressly conditional upon a majority of the employees within the bargaining unit not electing another collective bargaining representative pursuant to law.

ARTICLE II
COLLECTIVE NEGOTIATING

- A. Collective negotiations, with respect to rates of pay, hours of work and/or conditions of employment, shall be conducted by the duly authorized bargaining agent of each of the parties. Ordinarily not more than four (4) representatives of each party shall participate in collective negotiating meetings.
- B. Collective negotiating meetings shall be held at times and places mutually convenient at the

request of either the Borough or the Union and not otherwise inconsistent with applicable law.

- C. Employees of the Borough who may be designated by the Union to participate in collective negotiating meetings, or the grievance procedure hereinafter set forth for the enforcement of this Agreement, will be excused from their Borough work assignments by the Borough if such meeting or proceedings are conducted during their regular work hours, provided such meetings do not impair the normal efficiency of the Borough as solely determined by the Borough. The Union shall furnish the Borough, in writing, the names of its representatives and their alternates and will notify the Borough of any changes during the term of this Agreement. Nothing provided herein shall require the Borough to hold collective negotiating or grievance meetings during regular Borough business hours.

ARTICLE III

MANAGEMENT RIGHTS

- A. The Borough of Hillsdale hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights:
 - 1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
 - 2. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
 - 3. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer or assign employees in positions within the Borough.
 - 4. To set rates of pay for seasonal employees.
 - 5. To take appropriate disciplinary action against any employee for just cause according to law.
 - 6. Nothing contained herein shall prohibit the Borough from contracting out any work.
 - 7. To layoff employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, Code of Conduct and practices in the

furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority of any national, state, county or local laws or regulations.

ARTICLE IV

DATE FOR FUTURE BARGAINING

The Borough agrees to make available to the Union all relevant data the Union may require to bargain collectively, excluding attorney work product.

ARTICLE V

EMPLOYMENT

- A. Established personnel files are confidential records which shall be maintained under the direction of a Department Head designated by the Borough Administrator.
- B. Employees covered under this Agreement may, by appointment, review in the presence of the Department Head, written evaluation reports or written complaints which may be contained in his/her personnel file. The appointment for review must be made through the Department Head.
- C. Before a written complaint concerning an employee is placed in the personnel file, the Department Head shall investigate the same and a copy shall be furnished to the employee and the employee shall be given the opportunity to rebut same in writing, and initial the file copy if (s)he so desires.
- D. Except when statutory requirements direct otherwise, all new employees shall be considered as being on trial or probation for a period of six (6) months and the applicant shall be so advised. If during that period unfavorable information about the employee is uncovered or if his/her work is unsatisfactory, the employee may be dismissed from employment without a hearing, upon recommendation of the Department Head.
- E. The Union shall maintain a current listing of employees who are members of the Union and provide a copy to the Borough Administrator when it is updated for changes.
- F. At the end of the six (6) month probation period, all new employees will be asked to join the Union.

ARTICLE VI
HOURS OF WORK

- A. (1) All full-time employees shall work a five (5) day week, from Monday through Friday, with a one (1) hour lunch period per day.
- (2) The total work week is thirty-five (35) hours or seventy (70) hours each two (2) week pay period.
- (3) Effective upon the full execution of this collective bargaining agreement, all full time employees shall have a one (1) hour unpaid lunch and one (1) fifteen (15) minute paid break to be taken approximately halfway between the employee's starting time and the employee's lunch period.
- (4) Part time employees shall receive a one-half (1/2) hour unpaid lunch if the employees work over five (5) hours on any day. If a part-time employee works over four (4) hours on any day, the employee shall only be entitled to a fifteen (15) minute paid mid-shift break, which shall occur halfway between the employee's starting time and the employee's ending time.
- B. The Police Clerk's hours shall be as designated by the Chief of Police, not to exceed thirty-five (35) hours each week.
- C. The work schedule for Dispatchers shall be thirty-seven and one-half (37.5) hours per week to be paid at the regular hourly rate. The provisions of §A(3) above shall not apply to dispatchers, who shall be governed by the Police Department schedule.
- D. Overtime

All employees shall be required to work overtime when requested by the Borough. For those employees specifically involved in same, the hours of work shall also include attendance at meetings. Work in excess of the employee's basic work week of more than thirty-five (35) hours in one (1) calendar week shall be considered overtime and shall be compensated as follows:

1. Except as otherwise expressly provided herein, work performed after an employee's basic work day and up to thirty-seven and one-half (37.5) hours in one calendar week shall be calculated on a straight-time basis. Work performed after the thirty-seven and one-half (37.5) hours in one calendar week shall be compensated for at time and one-half (1-1/2), calculated on an hourly basis.
2. All overtime must be approved by the Department Head prior to the employee working said overtime hours.
3. The decision whether to pay full time employees overtime to an individual or grant compensatory time shall be with the approval of the Department Head. Compensatory time for the current year shall not exceed thirty-six (36) hours. Such approval will not

be unreasonably denied.

4. Effective January 1, 2014, overtime shall be paid when the employee actually works over forty (40) hours worked in a week, excluding paid and unpaid leave.

E. Emergency Callouts

1. If an employee is called back to work on an emergency basis, said employee shall be compensated for a minimum of two (2) hours time worked at the rate of time and one-half.
2. If such callout is contiguous with the employee's working hours, the minimum guarantee of two (2) hours shall not be applicable.

- F. Employees scheduled to work regular office hours shall adhere to their assigned hours of work. The Department Head designated by the Borough Council shall approve or disapprove any work schedule changes that do not conform to regularly scheduled assigned hours of work.

ARTICLE VII

SALARIES

A. SALARIES

1. All employees shall be paid biweekly. If the normal payday is a holiday, employees shall be paid on the last regular workday preceding the holiday.
2. No deductions shall be made from an employee's salary without authorization of the employee, except such deductions that are required by law.
3. The Borough will provide Flexible Medical and Dependent Care Reimbursement Account programs through which employees may defer portions of their salaries for such purposes in accordance with Internal Revenue Service Regulations.
4. Failure to satisfactorily perform the job shall mean failure to carry out assignments with the employee's job description to the satisfaction of the Borough Administrator.
5. An employee who fails to perform satisfactorily shall be given a warning by the Department Head. Such warning shall be in writing and shall specify the act or acts deemed unsatisfactory. Satisfactory job performance shall be determined by the immediate Department Head and failure to comply may result in a loss or delay to the employee of the next salary increase.
6. Salary ranges for full-time employees shall be as follows:

A. 2012

Minimum - \$25,875

Maximum - \$54,024

- B. 2013
Minimum - \$25,875 Maximum - \$54,834
- C. 2014
Minimum - \$25,875 Maximum - \$55,931
- D. Full-time employees whose salaries fall between these minimum and maximum salary ranges shall be entitled to the following increases:

- (1) 0% increase for calendar year 2012;
- (2) 1.5% increase for calendar year 2013, retroactive to January 1, 2013; and,
- (3) 2% increase for calendar year 2014.

7. Salary ranges for part-time employees shall be as follows:

- A. 2012
Minimum - \$14.87/hr. Maximum - \$23.40/hr.
- B. 2013
Minimum - \$15.09/hr. Maximum - \$23.75/hr.
- C. 2014
Minimum - \$15.39/hr. Maximum - \$24.23/hr.
- D. Part-time employees whose salaries fall between these minimum and maximum salary ranges shall be entitled to the following increases:

- (1) 0% increase for calendar year 2012;
- (2) 1.5% increase for calendar year 2013; retroactive to January 1, 2013; and,
- (3) 2% increase for calendar year 2014.

8. There shall be a one (1) time bonus payment paid to all bargaining unit workers who are on the payroll as of July 1, 2013, retroactive to July 1, 2013. This payment shall not be added to base nor shall it be subject to pension contributions and/or longevity payments. The bonus shall not be paid to those who received a contractual raise in 2012 (Sarah Jeune, Jim Dougherty and Tom Zaconie). The amounts are as follows:

(a) Full time employees - \$550.00

(b) Part-time employees:

- (1) Making under \$15,000.00/year - \$100.00
- (2) Making between \$15,000.00 and \$24,999.99/year - \$200.00

(3) Making \$25,000 and over/year - \$400.00

B. Work in Higher Title

1. When an employee works in a higher salary position for sixty (60) consecutive work days or more, the employee shall receive, thereafter, the pay of that higher position in which he is working for the duration of time that he is working in that higher salary position.
2. Employees will not be shifted from a higher salary position for the sole purpose of avoiding payment under this Article.

ARTICLE VIII

OTHER COMPENSATION

1. TRAVEL AND MEAL ALLOWANCE

- A. In addition to the foregoing payments, and if there are no Borough vehicles available for use employees, who are assigned on Borough matters outside the Borough of Hillsdale and are further authorized by the Borough Administrator to utilize their own vehicles, will be compensated at the rate authorized by the IRS for such reimbursement per mile from the Hillsdale Borough Hall or the employee's home, whichever is closer. A meal voucher accompanied by a bill for a meal on such days outside the employee's regularly scheduled duty will be honored and reimbursed up to an amount not exceeding Fifteen Dollars and Zero Cents (\$15.00).
- B. A meal allowance shall be available to employees who are required to work beyond their regularly scheduled work hours through a meal period. A meal voucher accompanied by a bill on such days will be honored and reimbursed up to an amount not exceeding Fifteen Dollars and Zero Cents (\$15.00). To be eligible for the foregoing meal allowance, the employee must work for at least one (1) hour prior to the meal period and must be required by the Borough to return to work or work through a meal period and perform his/her duties for at least one (1) hour after such meal period.

2. EDUCATIONAL BENEFITS

All eligible employees, upon successful completion of courses toward an approved degree program, will be reimbursed up to Twenty-Five Dollars (\$25.00) per credit. Such course (s) must be approved by the Borough Administrator prior to the employee taking the course.

ARTICLE IX

VACATIONS

**FULL-TIME AND REGULAR PART-TIME (PRO-RATED) EMPLOYEES HIRED PRIOR TO
JANUARY 1, 1994:**

- a. 6 months through 1 year of service.....5 working days

- b. 1 through 4 years of service.....10 working days
- c. Upon completion of 4 years of service.....11 working days
- d. Upon completion of 5 years of service.....12 working days
- e. Upon completion of 6 years of service.....13 working days
- f. Upon completion of 7 years of service.....14 working days
- g. Upon completion of 8 years of service.....15 working days
- h. Upon completion of 9 years of service.....16 working days
- i. Upon completion of 10 years of service.....17 working days
- j. Upon completion of 11 years of service.....18 working days
- k. Upon completion of 12 years of service.....19 working days
- l. Upon completion of 13 years of service.....20 working days
- m. Upon completion of 14 years of service.....21 working days
- n. Upon completion of 15 years of service.....22 working days
- o. Upon completion of 16 years of service.....23 working days
- p. Upon completion of 17 years of service.....24 working days
- q. Upon completion of 18 years of service.....25 working days
- r. Upon completion of 19 years of service.....26 working days

Employees completing twenty (20) years or more of service shall earn one (1) additional day for each year thereafter.

FULL-TIME/PART-TIME (PRO-RATED) EMPLOYEES HIRED AFTER JANUARY 1, 1994:

- a. 6 months through 1 year of service5 working days
- b. 1 through 9 years of service.....10 working days
- c. 10 through 14 years of service.....15 working days
- d. 15 through 19 years of service.....20 working days
- e. 20 or more years of service.....25 working days

Part-time employees scheduled for a minimum of twelve (12) hours per week shall receive vacation pro-rated according to their work schedules.

- A. When, in any calendar year, the vacation or any part thereof is not granted by reason of pressure of municipal business, such vacation period not granted shall accumulate and must be taken during the next succeeding year only. Employees may carry over a maximum of five (5) days of vacation time to the next succeeding year only, with the approval of the Borough Administrator.
- B. No employee who is on vacation shall be called in to work except in case of extreme, exceptional emergency confronting the Borough.
- C. If an official holiday occurs during an employee's authorized vacation he will be entitled to an additional vacation day in lieu of the holiday.
- D. Employee preference in selection of vacation days shall be governed by seniority within a department for the first set of vacation days. Thereafter, it will be granted on a first-come, first-serve basis for the remaining vacation days. The scheduling of vacation time shall be in the reasonable discretion of the Department Head whose determination in this regard shall be

based upon maintaining the efficiency of all municipal operations.

- E. Vacations may be taken in segments if so allowed by the Department Head.
- F. Vacation days shall be vested as earned. Vacation time, as determined by the employee's anniversary date, may be taken in full at any time in the year as directed by the Borough, provided that such employee shall reimburse the Borough for any unearned vacation time, prorated, if (s)he leaves the employment of the Borough during the year said vacation is taken, other than due to disability or death.
- G. Vacation Pay – Employee Resignation

If any employee resigns before (s)he has taken any vacation during the current calendar year, (s)he will receive a vacation allowance according to the following schedule provided:

- 1. (S)he has completed one (1) full year of service with the Borough.
- 2. A letter of resignation was filed with the Department Head at least two (2) weeks before the effective date.

H. The following is the payment schedule for employees upon retirement or resignation:

For each completed month of service within the calendar year up to a maximum of ten (10) months.

If an employee is entitled to:

- 1. 10 days to 14 days vacation – one (1) day's pay
 - 2. 15 days to 19 days vacation – one and one half (1-1/2) day's pay
 - 3. 20 days & more vacation – two (2) day's pay
- I. If an employee resigns after having taken vacation during the current calendar year the vacation will be computed as in §G and §H above and extra paid days refunded to the Borough in either work time or cash payment.
 - J. Vacation time accumulated is forfeited if at least fourteen (14) days notice of intention to terminate employment is not given in writing by the employee to the appropriate Department Head except that, with the approval of the Borough Administrator less than fourteen (14) days written notice may be given by the employee.
 - K. An employee who has returned from extended military or other extended leave of absence without pay shall be entitled during the calendar year in which (s)he returns to the Borough's services to a prorated vacation based on the same computations as for new employees. For succeeding calendar years vacation leave shall be the same as for other employees.
 - L. Religious holidays, other than those which fall on official holidays set forth in Article X herein, may be taken as vacation days.
 - M. Earned but unused vacation time shall be paid prorated to any employee or to the legal

representative upon disability retirement or death.

- N. The Borough will issue advance vacation checks to employees provided the employees forward the Payroll Department written requests at least six (6) working days prior to a regularly scheduled payroll date.
- O. Seasonal, summer or per diem employees are not eligible for vacation time.
- P. Days off without pay shall be approved by the Department Head designated by the Borough Administrator.

ARTICLE X

HOLIDAYS

- A. The holiday schedule for 2012, 2013 and 2014 as set forth in Section I below.
- B. As compensation for working on a holiday, an employee may be granted another day off by mutual agreement with the Department Head.
- C. Holidays which fall on Saturday will be observed on Friday. Holidays which fall on Sunday will be observed on Monday. No other holiday shall be granted without approval of the Mayor and Council.
- D. When called out to work on a paid holiday, an employee shall be paid double time.
- E. Notwithstanding the foregoing holiday schedule, no employee shall be paid for such holiday unless (s)he shall have worked both the workday before and the workday after such holiday, unless said employee is on vacation or is legitimately ill. Acceptable medical evidence (Doctor's certificate) of illness shall be required.
- F. After one (1) year of employment permanent part-time (minimum of twelve (12) regularly scheduled hours per week) employees shall be paid for holiday at a straight time rate in an amount equal to what they would have received if the day on which the holiday fell would have been a regular working day.
- G. Seasonal and per diem employees are not entitled to holidays.
- H. Dispatchers are required to work a schedule set by the Police Chief in accordance with Police Department needs. Due to the unique requirements of such scheduling, the following shall apply:
 - 1. Dispatcher will be compensated at the rate of time and one/half for holidays worked.
 - 2. Dispatchers will also be entitled to fourteen (14) days off for the fourteen (14) Holidays. Dispatchers can elect to receive pay at the straight time rate for up to seven (7) unused days at year-end.

I. Holiday Schedules for fourteen days (14) in 2012, 2013, and 2014 are as follows:

| | <u>2012</u> | <u>2013</u> | <u>2014</u> |
|---------------------------|--------------------------------------|---------------------------------------|------------------------------------|
| New Year's Day | Monday, 1/2 | Tuesday, 1/1 | Wednesday, 1/1 |
| Martin Luther King | Monday, 1/16 | Monday, 1/21 | Monday, 1/20 |
| President's Day | Monday, 2/20 | Monday, 2/18 | Monday, 2/17 |
| Good Friday | Friday, 4/6 | Friday, 3/29 | Friday, 4/18 |
| Memorial Day | Monday, 5/28 | Monday, 5/27 | Monday, 5/26 |
| July 4th | Wednesday, 7/4 | Thursday, 7/4 & Friday, 7/5 | Friday, 7/4 |
| Labor Day | Monday, 9/4 | Monday, 9/2 | Monday, 9/1 |
| Columbus Day | Monday, 10/8 | Monday, 10/14 | Monday, 10/13 |
| Veterans Day | Monday, 11/12 | Monday, 11/11 | Tuesday, 11/11 |
| Thanksgiving Day | Thursday, 11/22 & Friday, 11/23 | Thursday, 11/28 & Friday, 11/29 | Thursday, 11/27 & Friday, 11/28 |
| Christmas Day | Tuesday, 12/25 & Wednesday, 12/26 | Wednesday, 12/25 & Thursday, 12/26 | Thursday, 12/25 & Friday, 12/26 |
| New Year's Eve | | | |
| | 13 DAYS | 14 DAYS | 13 DAYS |
| | 1 FLOAT DAY | | 1 FLOAT DAY |

ARTICLE XI

LEAVE OF ABSENCE

- A. Any employee who is a member of the National Guard or Naval Militia of the State or of the Military or Naval Forces of the United States and is required to undergo field training therein, shall be entitled to a leave of absence as provided by State Law, upon being presented to the Department Head. Such leave of absence shall not be deemed to be an interruption of continued employment.
- B. Any employee may request a leave of absence without pay, not to exceed thirty (30) continuous calendar days, by submitting, in writing, all the facts bearing on the request to his supervisor, who will append his recommendations and forward the request to the Borough Administrator. The Borough Council will consider each such case on its own merits and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for extension of time shall be at the discretion of the Borough Council. Such leave of absence shall not be deemed to be a part of the term of employment. Holidays occurring at the beginning or end of an excused leave of absence are part of the absence.
- C. The decision to deny the requested leave of absence shall be non-grievable.
- D. An employee shall be entitled to up to twelve (12) weeks of family care leave, in accordance with the provisions of N.J.S.A. 34:11B-1, et seq. or the provisions of The Family and Medical Leave Act of 1993 and the regulations adopted pursuant to either statute.

ARTICLE XII

SICK LEAVE

A. ELIGIBLE EMPLOYEES:

1. Each regular full-time employee of the Borough of Hillsdale shall in addition to his annual vacation be granted sick leave with pay as follows:

| <u>Length of Service</u> | <u>Sick Leave</u> |
|--------------------------|---------------------------------------|
| 0 – 12 months | One (1) day for each month of service |
| 1 year and up..... | Twelve (12) days each year |

Sick leave with pay is hereby defined to mean a necessary absence from work due to illness, injury or exposure to communicable disease on the part of the employee.

In order to encourage attendance, each full-time employee shall have the option of being paid for up to five (5) days per year for unused sick days earned after January 1, 2000. Such option, if elected, will be used in lieu of the option to accumulate these days as unused sick leave. To be eligible for this option, a full-time employee must have twelve (12) sick days banked as protection for serious illness before cashing in unused sick days.

2. Each regular part-time employee (12 hours per week), after six (6) months of service to the Borough of Hillsdale shall in addition to his annual vacation be granted sick leave with pay as follows:

| <u>Length of Service</u> | <u>Sick Leave</u> |
|--------------------------------|--------------------------|
| 6 months to 2 years of service | Three (3) days per year* |
| 2 years of service and up | Six (6) days per year* |

(*commensurate with the scheduled work day)

Part-time employees may use one (1) sick day as a personal day.

In order to encourage attendance, each regular, part-time employee shall have the option of being paid for up to five days pay per year of unused sick days earned after January 1, 2000. Such option, if elected, will be in lieu of the option to accumulate these days as unused sick leave. To be eligible for this option, a part-time employee must have twelve (12) sick days banked as protection for serious illness before cashing in unused sick days.

3. Seasonal and per diem employees are not entitled to sick leave.

B. Regulations Governing Sick Leave

1. All unused sick leave may be accumulated from year to year to a maximum of fifty (50) days accumulated sick leave. Upon termination of service, an employee will not be compensated for accrued sick leave except upon retirement as set for in Section XVII – Retirement. However, any employee who has accumulated more than fifty (50) sick days shall not lose any of those valued at the employee's salary on December 31, 1996. Days earned after December 31, 1996 shall be valued at the salary of the employee for the year in which the days were earned.
2. An absence of an employee from work for a period in excess of three (3) days because of illness must be authenticated by a signed report of a licensed physician in attendance. Such reports must contain the diagnosis, a statement noting inability of the employee to perform the duties connected with his or her job during the period of absence. Such reports shall be submitted to the Department Head.
3. Absence on the day immediately preceding or following regular days off, or a holiday, shall be charged as two (2) days absence subject to the discretion of the Department Head.
4. Employees who enter the permanent service of the Borough before the 16th day of the month shall receive credit for the month toward sick leave.
5. Sick leave shall be charged in amounts of one half (½) day for an absence on a duty day for two (2) to four (4) hours and a full day for over four (4) hours.
6. Any employee who shall absent himself without leave in any month shall forfeit the accrual of sick leave for that month. This is a mandatory condition above whatever other conditions the Department Head may consider necessary for the infraction by the employee.
7. Sick leave with pay will not be allowed under the following:
 - (a) If the employee, when under medical care, fails to carry out the orders of the attending physician.
 - (b) If, in the opinion of the Borough designated physician, the employee is ill or disabled because of self-imposed contributory causes or actions occasioned by bad habits.
 - (c) If, in the opinion of the Borough designated physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.
 - (d) If the employee fails to produce the report from the attending physician.
8. In order to receive compensation while on sick leave, the employee shall (unless prevented by circumstances beyond his/her control) notify the Department Head not later than one (1) hour after the time set for him/her to begin the daily schedule.
9. A full-time employee may charge to his/her sick leave a maximum of three (3) days each year for personal reasons, not elsewhere provided in these rules, provided prior approval

is secured from the Department Head, except in the event of an emergency situation. Personal days shall not be used to extend vacations.

10. Regular Days off shall not be counted in computing sick leave taken.
11. In all cases of sick leave, the employee, if requested by the Department Head, shall submit to examination by the Borough designated physician and whenever such physician shall report in writing the employee is fit for duty, such sick leave shall terminate. The Borough shall be responsible for the payment for such Borough designated physician's visit.
12. Sick leave cannot be allowed for ordinary dental care nor for the services of an oculist for normal eye care by reason of the fact that such professional services are readily available outside of normal working hours.
13. Additional sick leave shall be granted to an employee disabled through injury or illness as a result of or arising out of his/her employment.
 - a. In case an employee is disabled, either through injury as a result of, or arising out of, his/her employment, as evidenced by the certificate of a physician designated by the Borough or of a responsible physician, (s) he shall be granted a period of up to thirty (30) days leave with full pay before the sick leave hereinbefore specified shall begin.
 - b. Successive periods of sickness, disability shall be counted together as one period in computing the period during which the employee shall be entitled to benefits, except that any sickness occurring after an employee has been continuously engaged in the performance of duty for thirteen (13) weeks shall be considered a new sickness and not as part of any disability which preceded such period of thirteen (13) weeks. Should further additional leave be necessary, because of an accident or sickness in the line of duty, it may be granted up to a total of one (1) year by action of the Borough Council.
 - c. An employee receiving workers' compensation should only receive in addition thereto such payment from the Borough as shall be necessary to equal his/her normal salary or pay.

ARTICLE XIII

BEREAVEMENT LEAVE

- A. All full-time and part-time employees covered by this Agreement shall be entitled to three (3) workdays leave with pay upon the death of a member of their immediate family. Bereavement leave shall commence on the day of death or the day of funeral, whichever the employee chooses.
- B. Immediate family shall include spouse, children, parents, grandparents, parents of spouse, brothers, sisters of an employee or of the employee's spouse, domestic partner, civil union partner, or any member of the employee's or employee's spouse's family who resides in

his/her home.

- C. Such bereavement leave granted under (A) above shall not be counted against the employee's vacation or sick time.
- D. However, an extension of absence, under this Article may be made at the employee's option and with the consent of the Department Head and may be charged against available vacation or sick leave time, or be taken without pay for a reasonable period.
- E. In the case of an unusual circumstance not specifically covered in this Article, funeral or bereavement leave may be granted or extended at the sole discretion of the employee's Department Head.

ARTICLE XIV

OTHER LEAVES OF ABSENCE

A. JURY DUTY:

An employee will be granted a leave of absence with pay for the period required for jury duty. Such leave will not be charged against vacation time for sick leave time. The employee serving jury duty shall be paid his full wages less the amount per diem fee received for each day of such service as shown on a statement issued by the Sheriff or other court officer making payment of juror fees.

B. MILITARY LEAVE:

Military leave for employees training or servicing with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

C. SCHOOL LEAVE:

Any time the Borough shall require an employee to attend any approved course of instruction pertaining to said employee's job classification and said course of instruction shall be given during the hours wherein the employee would normally work, said employees shall be granted a leave of absence with full pay and benefits (but without any overtime pay usually earned unless he or she actually works during such time and earns overtime) to attend such course of instruction and shall not be penalized in any way by virtue of his/her attendance. If an employee is required to attend class(es), a seminar(s) or conference(s) during regular working hours, the Borough shall provide a Borough vehicle. If no Borough vehicles is available, the Borough will compensate the employee for mileage at the IRS mileage reimbursement rate.

ARTICLE XV
INSURANCE

A. **HOSPITALIZATION & MEDICAL INSURANCE:**

The Borough shall provide full family protection to each full-time employee performing thirty-five (35) hours of work per week on a yearly basis average at no cost to the employee. The coverage the Borough shall provide full payment for shall be that coverage which the employee is receiving as of January 1, 2013, except as noted herein. If an employee wishes to select a plan with equal to or lesser benefits than that which they were receiving as of January 1, 2013, they shall continue to have their premiums paid fully by the Borough. If the employee seeks a better plan than that which they were receiving as of January 1, 2013, the employee shall be responsible for the full difference between the cost the Borough is obligated to pay and the premium cost of the new plan. Since the Borough is a member of the New Jersey State Health Benefits Plan (NJSHBP) and the NJSHBP is governed by the State Health Benefits Commission (SHBC) and the SHBC is empowered to set the terms and conditions of each insurance plan, the co-pays, deductible and other provisions of each insurance plan are set by the SHBC and their actions shall govern members of the bargaining unit and shall not be grievable.

The Borough agrees to deposit Three Hundred (\$300.00) Dollars per year for each full-time employee (35 hour per week) and One Hundred Fifty (\$150.00) Dollars for each part-time (regularly scheduled for at least twelve (12) hours per week) employee in a Medical Flexible spending account annually. Employees may withdraw monies from this account as prescribed by IRS regulations. Effective January 1, 2014, these amounts shall be added to the employee's base salary and shall no longer be in effect. For purposes of calculation for part-time employees, the One Hundred Fifty (\$150.00) Dollars should be divided by the employee's annual hours to get the hourly rate to be rolled into their hourly salary.

The Borough will continue to provide health benefits to a covered full-time employee who retires on an accidental disability pension.

B. **LIFE INSURANCE:**

The Borough shall maintain term life insurance of each full-time employee covered by this Agreement at a maximum of Fifteen Thousand (\$15,000.00) Dollars, and shall pay the full premium for the cost thereof.

C. **DENTAL INSURANCE:**

The Borough shall, at its sole expense, provide a mutually agreed upon dental insurance plan of the same type as negotiated with the Hillsdale PBA in the current contract extension-Delta Dental PBA or equivalent for all full-time employees covered by this Agreement and their families after three (3) months of employment.

ARTICLE XVI
SENIORITY, LAYOFFS & TERMINATIONS

- A. In the event that the Borough deems it necessary to lay off any employees in any classification, layoffs will be based upon an employee's ability to first laid off shall be those with the least seniority, but this shall not apply to employees paid or compensated from funds of any governmental agency other than the Borough.
- B. No permanent employee shall be laid off until all emergency, temporary and provisional employees and all probationary employees are laid off. This does not include those paid or compensated from funds of any governmental agency, which are serving their working test period holding positions in the same class, are separated.
- C. Payments in case of termination of employment shall be made as follows:
- (a) Removal, discharge, lay-off or resignation – Payment to and including the last day of work.
 - (b) Disability – At time of termination of accrued sick leave.
 - (c) Death – Payment for the full week in which employee worked and accrued vacation pay.
- D. Payment procedures shall be as follows:
- (a) Removal, discharge, lay-off – Payment will be made on the next following pay day.
 - (b) Resignation – Whenever the employee shall have given two (2) weeks' advance notice in writing in case of voluntary separation, total payment will be made of the date of termination. In case of shorter notice, payment will be made on the next regular pay day.
 - (c) Death – Payment shall be made to estate of employee on the next regular pay day.
- E. An employee who has given the required two (2) weeks advance notice is entitled to complete this period of employment; provided, however, that this shall not preclude his/her being discharged should his/her work or attitude not measure up to the normal standards expected of his/her position.

ARTICLE XVII
RETIREMENT

- A. Each regular Borough employee shall, as a condition of employment, be enrolled in the New Jersey Public Employees Retirement System. ("PERS" or "System")
- B. The employee's contribution to the System shall be deducted from the salary paid to such employee and remitted to the State as prescribed by law.

- C. The Borough's contribution for such employee shall be as determined by the System and shall be remitted to the State in accordance with applicable provisions of law.
- D. Any Borough employee having completed the required number of years of service, and having attained the specified age, may apply for retirement as provided by the System.
- E. All information regarding the System may be obtained from the office of the Borough Administrator.
- F. Upon authorized retirement under the System, an employee shall be paid for all accrued sick leave to a maximum of fifty (50) days or as set forth in Article XII.
- G. Full-time employees shall have the option to take accumulated sick leave as Terminal Leave upon retirement, except Deferred Retirement, in lieu of lump sum payment for such days. Such Terminal Leave shall be contiguous with the date of retirement.

ARTICLE XVIII
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. With regard to employees, the term "grievance", as used herein, means an appeal by an individual employee or the Union on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the Borough, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

With respect to employee grievances, no grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step One herein.

- D. The following constituted the sole and exclusive method for resolving grievances between parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

Step One: The aggrieved or the Union shall institute action under the provisions hereof within ten (10) calendar 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 ten (10) calendar 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 and the grievance involves an alleged violation of this Agreement only, the five (5) calendar days thereafter to the immediate supervisor or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this Agreement violated, and the remedy requested by the grievant. The immediate supervisor or his designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance.

Step Three: If the Union wished to appeal the decision of the immediate Supervisor, such appeal shall be presented in writing to the Borough Administrator within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Administrator shall respond, in writing, to the grievance within ten (10) calendar days of the submission.

Step Four: If the Union wished to appeal the decision of the Administrator, such appeal shall be presented in writing to the Mayor and Council within five (5) calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor and Council shall respond, in writing, to the grievance within ten (10) 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. The costs for the services of the arbitrator shall be borne equally by the Borough and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

- E. The parties direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and be 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. The decision of the arbitrator shall be final and binding.
- F. Upon prior notice to an authorization of the Mayor, the designated Union Representative shall be permitted as a member 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 conducting of said business does not diminish the effectiveness of the Borough of Hillsdale 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 with 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 XIX
MISCELLANEOUS

A. **CLOTHING ALLOWANCE:**

Dispatchers will receive up to a maximum of four (4) shirts paid for by the Borough per calendar year. The Borough shall reimburse Dispatchers, upon providing written proof of payment by the Dispatcher, for the purchase of up to four (4) pairs of pants per calendar year, which shall consist of blue, black or khaki color. No jeans shall be permitted. The limit for reimbursement per pair of pants is Thirty-Five (\$35.00) Dollars. Inspectors not receiving a clothing allowance will be reimbursed up to Twenty-Five Dollars (\$25.00) per shirt and Thirty-Five Dollars (\$35.00) per pair of pants if damaged on the job.

B. **SEVERABILITY:**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by the operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

C. **BINDING NATURE:**

This Agreement shall be binding upon the parties and their successors or legal representatives during the terms of this Agreement set forth in Article I.

D. **PART-TIME EMPLOYEES:**

Part-time employees must be approved in advance by the Borough Administrator or designee in order to work in excess of their normal weekly schedule. All time approved to be worked beyond the normal weekly schedule shall be paid out at the employee's normal straight time rate of pay. No part-time employee shall receive or be allowed to accumulate compensatory time.

ARTICLE XXI
DUES CHECK OFF

A. The Borough agrees to deduct initiation fees, assessments and membership dues from the pay

of each employee in the bargaining unit who is a member of the Union, a sum to be certified at least on an annual basis in writing by the Union to the Borough's Chief Financial Officer, who shall remit same to the Union at regular intervals.

- B. Notwithstanding anything to the contrary in this article, the Borough shall have no obligation to make dues deductions until and unless it receives the signed authorization from the employee in accordance with the Union Authorization Form.
- C. The Borough shall deduct from the pay of all employees covered by this Agreement who are non-members of the Union or who have not submitted to the Borough written notices authorizing the deduction of dues fees and assessments from the employee's pay, the maximum amount permitted by law in lieu of dues shall forward the amount to the Union at regular intervals. The Union shall provide the Borough with written certification at least on an annual basis as to the sum to be deducted in lieu of dues.
- D. The Union agrees to indemnify and hold the Borough harmless from any claim or action commenced by an employee against the Borough which arises out of any of the aforesaid deductions under this Article, provided that the claim does not arise out of the negligence of the Borough.

ARTICLE XXI

NO STRIKE OR LOCKOUT PLEDGE

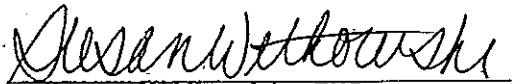
- A. It is recognized that the need for continued uninterrupted operation of the Borough's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.
- B. The Union covenants and agrees that, during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize, or support any strike (i.e. the concerted failure to report for duty or willful absence of an employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slowdown, walkout, or other job action against the Borough.
- C. The union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned, including, but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.
- D. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participating in any such activity by a Union member shall entitle the Borough to take appropriate disciplinary action, including possible discharge, in accordance with applicable law.

- E. 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 damages or both, in the event of such breach by the Union or its members.
- F. There shall be no lockouts of the employees by the Borough.

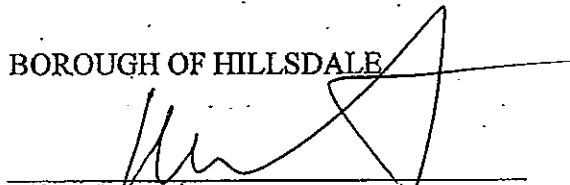
ARTICLE XXII
DURATION

IN WITNESS WHEREOF, the parties have executed this Contract at Hillsdale, New Jersey on this 12 day of November 2013. This Contract shall be in effect from January 1, 2012 through December 31, 2014 and until a new collective bargaining agreement is in place between the parties.

ATTEST:


Susan Witkowski, RMC
Dated: November 12, 2013

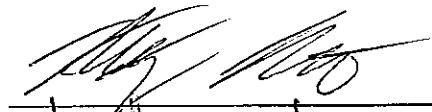
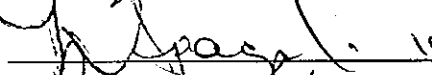
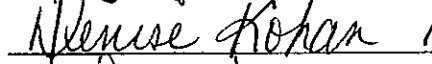
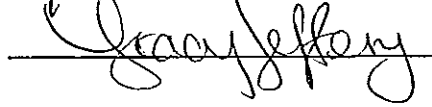
BOROUGH OF HILLSDALE


Max Arnowitz, Mayor
November 12, 2013

ATTEST:

Dated: _____

UNITED PUBLIC SERVICE EMPLOYEES
UNION, NEW JERSEY DIVISION

 10/9/13
 10/9/13
 10/9/13
 10/15/13