

Memorandum of Understanding

Between

The Borough of Park Ridge

And

United Public Service Employees Union
(WHITE COLLAR)
Park Ridge Unit

This Memoranda of Understanding Agreement (hereinafter referred to as "MOU") made this ____ day of ____ by and between the Borough of Park Ridge, a bonafide municipal corporation and of the State of New Jersey (hereinafter referred to as "the Borough") and the members of the United Public Service Employees Union (White Collar) Park Ridge Unit (hereinafter referred to as "the Union")

WHEREAS, the parties agree and acknowledge that negotiations have resulted in an understanding to enter into a collective bargaining agreement between the parties for a period of one (1) calendar year, commencing on January 1, 2019 and expiring on December 31, 2019; and

WHEREAS, the parties agree and acknowledge that negotiations have resulted in contract terms which include, among other terms, a change of the pay schedules to reflect a 2.5% increase of salaries for the contract year; and

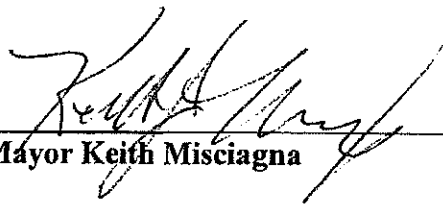
WHEREAS, the parties agree and acknowledge that they shall, use the current contract as a guideline, prepare a written contract to reflect the terms contained within this MOU. The parties acknowledge the current contract contains areas of ambiguous language and agree to work together to clarify all language contained therein with the purpose to make the intent of the parties clear and concise.

NOW THEREFORE THE PARTIES AGREE TO AS FOLLOWS:


1. Using the current contract as a guideline, the parties shall enter into a written contract to reflect the following:
 - a. **One (1) year** contract for January 1, 2019- December 31, 2019
 - b. Schedules to be updated to reflect a **2.5%** increase for the year
 - c. Article V 4C – Longevity will continue to remain excluded
 - d. Article 13: Stipend Increases as per the January 7, 2019 Union Proposal are agreed to:
 - i. All Night Meeting Compensation : \$200.00
 - e. Article VII 1a shall not be amended and the Borough work hours shall remain to current time/days
 - f. Article VII 2a shall be removed as per the January 7, 2019 Union Proposal
 - g. Article VIII b-f Stipend Increases as per the January 7, 2019 Union Proposal are agreed to, however language shall be clarified to address that these are stipends given **only once** for course completion
 - i. B - \$350 Construction Code Official
 - ii. C - \$850 Registered Public Purchasing Official (RPPO)
 - iii. D - \$850 Tax Collector
 - iv. E - \$850 Municipal Clerk
 - v. F - \$1,100 CFO
 - h. Article VIII b-f Stipend Increases as per the January 7, 2019 Union Proposal are agreed to
 - i. G - \$450 Registrar

- ii. H- \$450 Deputy Registrar
 - iii. I - \$350 Technical Assistant
 - iv. J- AA Degree \$800
 - v. J- BA/BS Degree \$1,500
 - i. Article IX-1 Vacations – Changes as per the January 7, 2019 Union Proposal are agreed to
 - i. 9-14 years twenty (20) working days
 - ii. 15 – 25 years twenty five (25) working days
 - j. Article IX 17 – Language shall be clarified to read that employees shall be paid only when the Borough office is closed for a full day of business.
 - k. Article XV A 2 - Insurance contributions shall remain at current levels
 - l. Article XXI Disability Insurance – The Borough shall continue not to provide short term disability insurance. The Borough is exploring options to offer short term and/or shorter wait time for enrollment in long term disability and will discuss same with the Union if a policy can be acquired.
 - m. Article XXV - Salaries shall be retroactive to January 1, 2019
2. Local 206 agrees to work together with the Borough in preparing the written agreement so as to clarify all language contained in the current contract so same accurately reflect the above and intent of the parties.

Signed of behalf of:
The Borough of Park Ridge



Mayor Keith Misciagna




Clerk Magdalena Giandomenico

Signed of behalf of:
United Public Service Employees Union
White Collar - Park Ridge Unit



4/25/19



4/25/19

MEMORANDUM OF AGREEMENT

By and Between

The Borough of Park Ridge

And

*The United Public Service Employees Union
Nonsupervisory Clerical Staff employee unit*

WHEREAS, The Borough of Park Ridge ("Employer") and the United Public Service Employees Union Nonsupervisory Clerical Staff unit ("Union") are signatories to a Collective Bargaining Agreement expiring on December 31, 2017; and

WHEREAS, the parties have had meaningful negotiations regarding the extension of the Collective Bargaining Agreement; and

NOW, AS AND FOR A MEMORANDUM OF AGREEMENT, the parties hereto agree as follows:

The Parties in this matter have enter into the following agreement.

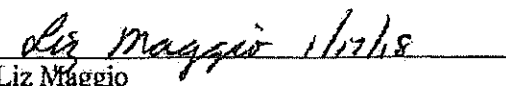
1. The Parties agree to extend the existing Collective Bargaining Agreement Term January 1, 2018 – December 31, 2018.
2. The Parties also agree to increase base wages by 2.3% retroactive to January 1, 2018.
3. The Parties agree that all other remaining articles are unchanged.

The Borough of Park Ridge


Keith J. Misciagna
Mayor

The United Public Service Employee Union

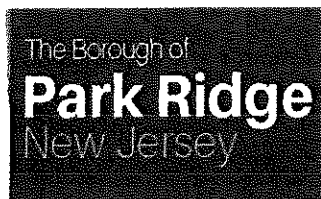
 2/2/18
Steven H. Weigand
UPSEU Labor Representative


Liz Maggio
Steward

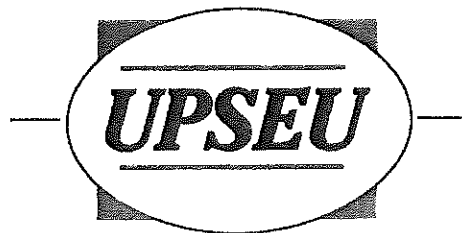
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**BOROUGH OF PARK RIDGE
BERGEN COUNTY, NEW JERSEY**



and



**UNITED PUBLIC SERVICE
EMPLOYEES UNION**

NONSUPERVISORY CLERICAL STAFF EMPLOYEES

January 1, 2015 through December 31, 2017

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PREAMBLE

THIS AGREEMENT entered into this 24TH day of MARCH 2016, by and between the **BOROUGH OF PARK RIDGE**, in the County of Bergen, a Municipal Corporation of the State of New Jersey, hereinafter called the "Borough," and the **UNITED PUBLIC SERVICE EMPLOYEES UNION**, hereinafter called the "UNION" represents the complete and final understanding on all bargainable issues between the Borough and the Union.

ARTICLE I - ASSOCIATION RECOGNITION

1. The Borough recognizes the Union as the sole and exclusive representative for the purpose of collective negotiations with respect to all negotiable items of employment of all white collar employees of the Borough of Park Ridge, and other than confidential employees, managerial executives and supervisors. Classification of employees for membership shall be governed by applicable law, including the New Jersey Employer-Employee Relation Act of 1968, as amended and supplemented, and any other applicable law.
2. No employee of the Borough shall be compelled to join the Union, but shall have the option to voluntarily join the Union.
3. 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.
4. Pursuant to the New Jersey Employer-Employee Relations Act of 1968, as amended, the Borough hereby agrees that every employee shall have the right to freely organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for their mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive, or coerce any employee in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act of 1968, or other laws of New Jersey, or the Constitution of New Jersey and of the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union and its affiliates, his/her participation and any activities or the Union, and its affiliates (unless expressly prohibited in the Agreement), collective negotiations with the Borough, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment as prescribed by the statutes of the State of New Jersey.
5. As used in this Agreement, the term "provisional employee" shall mean any bargaining unit employee who has not been certified by the New Jersey Department of Personnel (NJDOP) as a permanent employee. Upon certification and completion of a ninety (90) day working test period, the employee shall become a "permanent" employee with seniority status from his original date of hire.

Upon hiring of a new employee, the Borough will notify NJDOP to recommend an examination of a provisional employee after having worked ninety (90) calendar days. A copy of the notification to NJDOP shall also be given to the employee and the shop steward.

6. The term "Permanent Employee" shall mean any employee with Civil Service status who is placed on the permanent payroll of the Borough. The anniversary date for persons who are made permanent shall be the earlier of date of hire or date they commenced their probationary period.
7. The title, salary, duties and range of any provisional employee, new position, transfer or reassignment of any union members shall be negotiated between the Union and the Borough. Such negotiations shall occur within ten (10) days of any action by the Union or the Borough regarding said employee.
8. Notwithstanding any provision of this Agreement, the Borough shall not, directly or indirectly, negotiate any of the items listed in paragraph 7 with any individual or group of employees separate and apart from the Union. The Union shall at all times receive written notice from the Borough regarding any of the items listed in paragraph 7. Said notice shall be given at least five (5) days prior to any such action by the Borough. The Borough shall defer any such action for an additional five (5) days after the Union receipt of written notice during which time the Borough shall meet with any negotiating representative of the Union at their request to discuss and review the propose action. If the Union and Borough do not agree, then the matter shall, at the option of either party, proceed by way of Grievance - Arbitration as hereinafter provided in this Agreement.

ARTICLE II - EXCLUSIVITY OF UNION REPRESENTATION

1. The Borough agrees that the Union, having been selected by a majority of the negotiation unit in an election conducted by the New Jersey Public Employment Relations Commission ("PERC"), is the exclusive representative for collective negotiation Concerning all negotiable terms and conditions of employment for the employees in the unit.
2. The Borough shall not meet with any employee organization other than the Union during the term of this Agreement, without first providing at least five (5) days prior notice, or less if circumstances required informing the Union of the meeting and without affording the Union the opportunity to be present at such meeting. No changes in negotiable terms and conditions of employment will be unilaterally made by the Borough during the term of this Agreement and the Union shall be notified of all grievances and shall have the right to be present and participate in any discussions or hearings, if requested by the employee, unless herein otherwise provided.
3. The Borough agrees that the Union shall be entitled to act for and negotiate agreements covering all employees in the unit and shall be responsible for representing the interest of all such employees without discrimination and without regard to Union membership.

4. The Borough agrees that it will not enter into any contract or memorandum agreement with anyone but the Union with regard to the terms and conditions of employment of personnel covered by this Agreement. Any new job classifications that fall within the range of work presently performed by employees of the negotiating unit shall automatically be included within the Union's jurisdiction. The parties shall meet at the request of the Union to fix job compensation.
5. The exclusivity of the Union's representation is expressly conditioned upon a majority of the employees within the negotiating unit not electing another collective bargaining representative pursuant to law.

ARTICLE III - COLLECTIVE BARGAINING

1. Collective bargaining, with respect to rates of pay, hours of work, negotiable conditions of employment and all other negotiable items of employment as provided by law shall be conducted by the duly authorized bargaining agent of each of the parties, Ordinarily not more than four (4) additional representatives of each party shall participate in collective negotiating meetings.
2. Collective bargaining 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.
3. Employees of the Borough who might be designated by the Union to prepare for and/or participate in collective negotiating meetings, or the grievance procedure hereinafter provided for or otherwise for the enforcement of this Agreement will be excused from their Borough work assignments with compensation by the Borough. The Union shall furnish the Borough in writing the names of its representatives and the alternates and will notify the Borough of any changes. The shop steward of the Union, or his/her authorized replacement in his/her absence, shall have the right to communicate with the Borough or other members of the Union during the normal working day for the purpose of Union business, subject to notification of the Borough Administrator, whose permission shall not be unreasonably withheld. No more than two (2) representatives of the Union may be excused from work with pay for grievance meetings, except that all Borough employees who are witnesses called by either the Union or the Borough for any grievance hearing or meeting shall also be excused with pay.

ARTICLE IV - PRESERVATION OF RIGHTS

1. The Borough 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:

- a) To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;
 - b) To hire all employees and, subject to the provisions of law and this Agreement, to determine their qualifications and conditions for continued employment or assignments and to promote and transfer employees;
 - c) To suspend, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law, which actions if taken, are specifically deemed grievable. Upon notice of demotion, transfer, reassignment or discharge, except for disciplinary reasons, the Borough shall commence negotiations concerning the impact of the Borough's decision to take such action. Said negotiations will be stayed should an appeal be made to Civil Service, pending resolution of said appeal.
2. Except as otherwise herein contained, the Borough preserves its rights, responsibilities and authority under N.J.S. Titles 34, 40 and 40A, or any other national, state, county or applicable laws.
 3. All provisional employees of the Borough, who are employed by the Borough for a period of one (1) year, shall be enrolled in P.E.R.S. as required by law.

The parties agree that during the term of this Agreement, they shall meet periodically in a good faith attempt to resolve such negotiable issues as may arise and are not covered by this Agreement. If agreement is reached between the parties as to any such negotiable issue, then, any such agreed upon language shall become part of this Agreement upon the execution of the same by the representatives of the parties after proper authorization from the membership of the Union and after a duly adopted resolution by the Borough Council authorizing the same.

ARTICLE V - DATA FOR FUTURE BARGAINING

1. The Borough agrees to make available to the Union all relevant data which is in its possession and control, is not privileged, and which the Association may require to bargain collectively, concerning negotiable matters or grievances.
2. The Borough shall upon written request by the Union provide a full copy of any relevant data, noted above, which shall include but shall not be limited to such items as collective bargaining agreements of other unions, salaries and benefits enjoyed by other Borough personnel, the cost of various state pension, insurance, fringe benefits, and other programs and employee benefits, information concerning overtime work, the total number of vacation and sick leave days and leaves of absence utilized by an employee or employees and other data of a similar nature. Nothing herein contained shall be deemed to give the Union the right to view any individual personnel file or files except upon the written authorization of the individual employee who is the subject of the individual

personnel file sought to be inspected by the Union. The intent of this subparagraph is to make available to the Union statistical data concerning the above information as well as any other information which will aid the Union in collective bargaining or any grievance proceeding and it not privileged from disclosure under the New Jersey Right to Know Law. (N.J.S.A. 47:1A-1 et. seq.)

ARTICLE VI - COMPENSATION

1. All employees shall be paid bi-monthly, at or before noon on the 15th and 30th of the month, and if payday is a holiday, on the last regular workday preceding payday.
2. No deductions shall be made from an employee's salary without authorization of the employee, except such deductions as are required by law.
3. Salaries:
 The base salaries for calendar years 2015 through 2017 for each position in the bargaining unit shall be as set forth on Schedule "A" entitled: "Base Salaries for years 2015 to 2017 annexed hereto and made a part hereof. Schedule "A" computations of all salary increases shall be controlling on all parties.
4. Longevity
 - A. The Longevity schedule for employees employed as of the effective date of this agreement will be paid on the following basis:

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

- B. Payment for longevity shall be a part of the regular bi-monthly pay.
 - C. Employees hired after January 1, 2012 shall not be eligible for longevity.
 - D. At the employee's option, longevity may be paid in one (1) lump sum payment on the 1st pay period in December, however, if an employee so chooses this option he/she shall sign a waiver acknowledging that all taxes shall be taken from such payment and further acknowledging, that should such option be exercised the employee's hourly rate for calculating overtime shall be reduced by the amount of the longevity and that pension deductions and future retirement benefits shall be proportionally reduced by the amount of the longevity payment.
 - E. Permanent, part-time employees shall be entitled to longevity on a pro-rata basis.
5. Overtime:
All employees shall be required to work overtime when requested by the Borough. Except as otherwise expressly provided herein, work in excess of the employee's basic work day of seven (7) hours or more than thirty-five (35) hours in one (1) calendar week shall be considered overtime and shall be compensated as follows:
- For all employees working a thirty-five (35) hour work week, overtime worked up to forty (40) hours in one (1) calendar week shall be either paid at straight time or shall be given as compensatory time on an hour for hour basis. When said employee works over forty (40) hours in one (1) calendar week, the employee shall be paid at time and one half or taken as compensatory time on the basis of three (3) hours off for each two (2) hours worked.
- Only after having received management approval, an employee shall have the option to either be paid for overtime or to take compensatory time, however, no employee shall be paid for any compensatory time at termination.
6. Emergency Callout:
All employees shall be required to work on emergency callout. If an employee is called back to work after completing the regularly scheduled workday, or during a weekend or holiday, he/she shall be compensated at the overtime rate set forth in Paragraph 5 of this Article, with minimum guarantee of two (2) hours. Other than for the said two (2) hour minimum guarantee, payment shall only be made for actual time worked.
- a) Employees shall not be entitled to the minimum guarantee if such callout is contiguous with the end of the work day.
 - b) The Borough retains the right to retain the employee for the full minimum guarantee of two (2) hours.

7. Meal-Allowances:

A meal allowance shall be available to employees on emergency overtime callouts or employees who are required to work beyond their regular shift through a meal period in accordance with the schedule below:

Work past six p.m.	- \$12.00 dinner allowance
Work past midnight	- \$ 9.00 meal allowance
Work past six a.m.	- \$ 8.00 breakfast allowance
Work past noon	- \$ 9.00 lunch allowance

Employees must supply a petty cash voucher for meals to be approved by the Department Head. To be eligible for the foregoing meal allowances, employees must work for at least one hour prior to the meal period and must be required by the Borough to return to work or to work through a meal period and perform their duties for at least one (1) hour after such meal period.

8. Salary Steps:

- a) Employees shall be placed upon the salary step guide as shown in "Schedule A" attached hereto in accordance with the number of years of service in the job classification. Each employee will be advanced one (1) step on his or her anniversary date in such classification, based upon satisfactory job performance as certified by the department head.

In the event that the Borough determines that an employee is not entitled to said step movement than the Borough must have served the appropriate charges provided under law and pursue the appropriate routes of disciplinary procedure available under the law established under the Department of Personnel. Absent such disciplinary proceedings, pursuant to law, no employee shall be fined or denied a step movement.

- b) Placement on the salary step guide when an employee is promoted to a higher job classification shall be made as follows:

Calculate the employee's annual base salary as of the date of promotion and compare that with the salary range of the new job classification. The new salary will be that at the next higher step. If the difference between the employee's new salary is less than \$750 or if the promotion is made within two (2) months of the employee's anniversary date, the salary will be advanced one (1) additional step.

9. Court Time:

- a) Court time, as referred to in this Article, shall consist of all time excluding regular work time during which an employee shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding or other Court or administrative bodies by reasons arising out of or related to his/her municipal work. All such required Court time, if it results in an employee working in excess of forty (40) hours in one week, shall be considered as overtime and shall be

compensated in accordance with paragraph 5 above. If such Court time does not result in an employee working in excess of forty (40) hours in one (1) week, it shall be compensated at the regular rate of pay for such Court time.

- b) When an employee shall be required to travel to and from any of the Courts or any Administrative bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the employee is entitled, if any is due under Paragraph 9(a) above, provided however, that such travel time shall be computed between the Borough of Park Ridge and the pertinent Court and Administrative body except that there shall be no payment for travel time when the pertinent Court or Administrative body is within the Borough of Park Ridge or the Pascack Joint Municipal Court.
- c) The amount of overtime to which an employee may be entitled, under this Article, shall be the actual time required in the Court or Administrative body including waiting time, together with any applicable travel time, to and from the Borough of Park Ridge, provided however, that the employee's entitlement to overtime, under this Article, shall not be less than two (2) hours of regular or overtime pay, whichever, is applicable in accordance with Paragraph 9(a) above.

10. Schooling

- a) Whenever any employee shall be required by the Borough to attend any approved course of instruction pertaining to said employee's job classification and the course of instruction is given after the employee's regular hours of employment, all such required course of instruction time, if it results in an employee working in excess of forty (40) hours in one (1) week, shall be considered as overtime and shall be compensated at time and one-half with a minimum of two (2) hours of such overtime pay. If such attendance does not result in an employee working in excess of forty (40) hours in one (1) week, it shall be compensated at the regular rate of pay.
- b) When an employee covered under this Agreement shall be required to travel to and from said course of instruction, said travel time shall be considered and included in the computation of the amount of overtime to which the employee is entitled if any is due under subparagraph 10(a) above, provided however, that such travel time shall be computed between the Borough of Park Ridge and the place of said instruction, except that there shall be no payments for travel time when the place of instruction is within the Borough of Park Ridge.
- c) Whenever an employee shall be required to take a course of instruction as set forth in subparagraph 10(a) above, the Borough shall be solely responsible for the payment of such costs of instruction covering tuition fees, registration fees, required books, periodicals and other course materials. The Borough may require proof of attendance, a course description and any receipts for material purchased.

- d) Whenever any employee desires to take a course of instruction pertaining to his/her job classification that is not required by the Borough, he/she shall make application to the Borough for authorization to attend the same and the Borough may, in its sole discretion, authorize the payment of such cost of instruction, covering tuition fees, registration fees, required books, periodicals and other course materials. Said payments shall not be made prior to the satisfactory completion of said course of instruction. Nothing in this subparagraph shall be deemed to require the Borough to pay for voluntary course of instruction. The Borough's decision shall be non-grievable.
 - e) The Borough shall pay the full cost for any course or course instruction required for any Borough employee to obtain, maintain or renew any license needed by said employee to perform his or her duties for the Borough.
11. **Miscellaneous:**
An employee will be compensated for mileage as per current IRS allowance when he/she is required to drive to Court or sent to school by the Borough.
12. **Certification:**
Whenever an employee is required to report outside of his/her normal working hours for a Civil Service examination as part of the certification process, said employee shall not be paid for travel and test time, or travel expenses, nor shall such time be considered in the computation of overtime.
13. **Planning and Zoning Board Secretary Night Meetings:**
The Board secretary(s) shall be compensated for night meetings of the Planning and Zoning Boards as follows: Planning Board-Executive: \$75.00; Planning Board- Public: \$50.00; Zoning Board-Public: \$50.00.

ARTICLE VII - WORKING HOURS

1. All full time office personnel shall work a five (5) day, thirty-five (35) hour week, from Monday through Friday as follows:
- a) Borough Hall and Utility Offices: The hours shall be 8:00 a.m. to 4:30 p.m., with one (1) hour for lunch.
 - b) Part Time personnel shall maintain the following office hours:

1. Technical Assistant:	25 hours per week
2. Planning Board Secretary:	15 hours per week
3. Zoning Board Secretary:	10 hours per week
4. Deputy Court Clerk:	20 hours per week
2. In an effort to enhance job performance and continuing education, during the term of this agreement, annual stipends will be paid to members of the collective bargaining unit who complete the following courses. Said stipend shall be paid in the first (1st) payroll

following the adoption of the municipal budget and shall not be included as part of the employee's base salary.

- a. Four of the following six computer courses: stipend: \$250.00 yearly
 - Introduction to Word
 - Advanced Word
 - Introduction to Excel
 - Advanced Excel
 - Introduction to PowerPoint
 - Advanced PowerPoint
- b. A \$250.00 yearly stipend for an inspector's license(s) associated with the Construction Code Office.
- c. A \$750.00 yearly stipend for the completion of courses for Registered Public Purchasing Official (RPPO).
- d. A \$750.00 yearly stipend for the completion of the certification for Tax Collector.
- e. A \$750.00 yearly stipend for the completion of the certification for Municipal Clerk.
- f. A \$1,000.00 yearly stipend for the completion of the certification for CFO.
- g. Registrar (Annual Stipend) \$350.00.
- h. Deputy Registrar (Annual Stipend) \$350.00.
- i. Technical Assistant (Annual Stipend) \$250.00
- j. AA Degree (Annual Stipend) \$500.00; BA/BS Degree (Annual Stipend) \$1,000.00.

During the term of the within Agreement, if any other certification which would be helpful to the Borough, a request to include same may be brought to the attention of the Borough.

3. The regular work week shall include any time off for sick leave, bereavement leave, vacation days, holidays, court time, volunteer fire, police reserve and volunteer ambulance organization time, while on emergency calls, and required schooling.
4. The Borough will allow all employees two (2) rest periods of fifteen (15) minutes as follows: one (1) in the morning and one (1) in the afternoon of each full day worked. The time for such rest period shall be fixed by the department supervisor.
5. Notwithstanding the foregoing, the hours of work for the Secretary to the Board of Health shall include attendance at night meetings. Consideration for this time shall be in

accordance with Article VI, Paragraph 5.

6. A flex time arrangement will be implemented by the parties on a rotating basis unless the employees decide on fixed schedule for those employees in Borough Hall. Employees shall work either between the hours of 8:00 am. to 4:00 p.m. or 8:30 a.m. to 4:30 p.m. Each office unit shall be continuously staffed from 8:00 a.m. to 4:30 p.m. daily.

ARTICLE VIII - HOLIDAYS

1. A. All employees shall be entitled to receive thirteen (13) paid holidays per year in accordance with the following schedule of holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	General Election Day*
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving Day
	Christmas Day

* Designates Floating Holiday that can be replaced as a personal day.

- B. Part time employees will be paid their normal hours worked if they work any hours on a holiday.
2. Holidays which fall on a Saturday shall be observed on the preceding Friday. Holidays which fall on a Sunday shall be observed on the following Monday.
3. When called out for work on paid holiday, an employee shall be paid in addition to his/her regular pay, the overtime rate as established in Article VI, Paragraph 5.
4. Notwithstanding the foregoing holiday schedule, no employee shall be paid for such holiday unless he/she shall have worked the workday before and the workday after such holiday unless said employee is on vacation or is legitimately ill. Acceptable medical evidence of illness may be required in such cases.
5. Election Day shall at all times be a floating holiday. Floating holidays are not to be carried over into the next year. Reasonable notice must be given by the employee of the day to be taken as a floating holiday. The Borough agrees not to unreasonably deny the requested holiday.

When Christmas Eve is on a Monday or Friday, both parties agree to consider substituting the floating holiday as a holiday for Christmas Eve rather than as a floating holiday.

ARTICLE IX - VACATION

1. The vacation allowance shall be as follows:
 - a) 0 to 1 year of service - one (1) working day for each month employed.
 - b) 1 through 3 years of service - twelve (12) working days
 - c) 4 through 8 years of service - fifteen (15) working days
 - d) 9 through 15 years of service - twenty (20) working days
 - e) 16 through 25 years of service- twenty-five (25) working days
 - e) Thereafter – thirty (30) working days
2. During any calendar year when the vacation or any part thereof is not granted by reason of pressure or Borough business, such vacation period not granted shall accumulate and must be taken during the next succeeding year. Employees may carry over a maximum of ten (10) working days of vacation time to the next succeeding year, provided that the department head shall be notified of such intent. The Department Head shall have the right to approve or disapprove a request for extended vacation in excess of ten (10) consecutive working days for good cause.
3. If an employee is on vacation and becomes ill, at his/her option, he/she may have such period of illness charged against sick leave upon the presentation of a physician's certificate and he/she shall still be entitled to the balance of his/her vacation.
4. No employee who is on vacation shall be called in to work except in case of extreme emergency confronting the Borough.
5. If any official holiday occurs during an employee's authorized vacation he will be entitled to an additional vacation day in lieu of the holiday.
6. Vacations may be taken in segments. However, when fragmenting vacations, not less than five (5) continuous working days of a vacation may be taken without the prior approval of the Department Head, which approval shall not be unreasonably withheld.
7. Employee preference in selection of vacation days shall be governed by seniority within a department of the first set of vacation days. Thereafter, it will be granted on a first come, first serve basis for remaining vacation days. The scheduling of vacation time shall be in the reasonable discretion of the Department Head and/or the Borough Administrator, whose determination in this regard shall be based upon maintaining the efficiency of all municipal operations.
8. Vacation days shall vest as earned. Vacation time, as determined by the employee's anniversary date, may be taken in full at any time in the year, provided, that such employee shall reimburse the Borough for the unused vacation time, pro rata, if he/she leaves the employ of the Borough during the year said vacation is taken, due to termination, disability, retirement or death.

9. In any calendar year, an employee may opt to receive payment for unused vacation time as follows:
 - a) Up to five (5) days pay for employees entitled to up to fifteen (15) days per year.
 - b) Up to ten (10) day pay for employees entitled to over fifteen (15) days per year.Carry-over days not taken in pay must be taken by the end of the following calendar year.
10. Religious holidays, other than those which fall on official holidays set forth in Article VIII herein, may be taken as vacation days.
11. Vacation time that is earned but unused shall be paid pro rata to any employee or his/her legal representative upon disability, retirement, death, resignation or termination.
12. The Borough will issue advance vacation checks to employees provided the employees forward the Collector-Treasurer written requests at least six (6) working days prior to a regularly scheduled payroll date.
13. If any employee who is on vacation is called back into work as provided in this Article, he/she shall be paid overtime pay for the time worked and shall be reimbursed by the Borough for any out of pocket loss he suffered by being called back, i.e., deposits paid that were not refundable.
14. Once a vacation date has been approved, the Borough shall not deny or rescind it except in extreme emergency.
15. Part time salaried employees shall receive pro rata vacation based upon a thirty-five (35) hour weekly full time work week.
16. **Personal Leave:**
Effective January 1, 2015, employees shall be entitled to three (3) paid personal leave days. Personal Days may not be banked or carried over into the next year. Days not used shall be lost.
17. If Borough Hall is closed, employees shall receive a day off with pay. If a state of emergency is declared by the State of New Jersey and an employee comes to work, the employee shall receive an additional personal day.

ARTICLE X - SICK LEAVE

1. All employees covered by this Agreement, shall be granted sick leave with pay at the rate of 1.25 days - per month of service during the first (1st) calendar year of service following appointment, and fifteen (15) working days in each calendar year thereafter, which sick leave shall accumulate from year to year.

2. Sick leave, with pay, is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and absence due to illness in the immediate family of the employee requiring attendance upon a member of the immediate family. For the purpose of this Article, immediate family will be considered parents, mother and father-in-law, husband, wife, children, brother, sister or any member who permanently resides in his/her home.
3. An employee absent on sick leave for five (5) or more consecutive days may be required to submit acceptable medical evidence in the form of a doctor's certificate explaining the nature of the illness, if requested by the Borough. Notwithstanding the above and pursuant to Civil Service Rules and Regulations, the Borough retains the right to request a doctor's note whenever such request appears reasonable (pattern of days, Fridays, and/or days before and after holidays). Abuse of sick leave shall be cause for discipline.
4. One (1) medical certificate shall be sufficient for a period of six (6) months in cases of chronic illnesses or diseases expected to result in a number of one (1) or two (2) day absences.
5. One-half (1/2) of a work day shall be the smallest unit to be considered in computing sick leave used.
6. All sick leave, heretofore accumulated, shall not be impaired by this Agreement and said accumulated days shall be carried forward during the term of this Agreement.
7. An employee, absent on sick leave for five (5) or more consecutive work days, may be required to submit acceptable medical evidence in the form of a doctor's certificate, if requested by the Borough. If an employee is absent due to sick leave or more than fifteen (15) days in any calendar year consisting of excessive sick days or less than five (5) consecutive work days, the Borough may examine his/her record and may require the employee to submit medical evidence for any additional sick leave in that year.

This section shall apply both to the employee who is on sick leave due to personal illness and to sick leave due to illness in the immediate family as defined herein. Abuse of sick leave shall be cause for disciplinary action.

8. Office employees shall notify their supervisor before their starting time in any absence due to illness. Failure to so notify the department head may be a cause for disciplinary action.
9. All new employees shall be required to have a complete physical examination, including a medical history, within one (1) month of employment. The physical shall be paid by the Borough.
10. At the end of each calendar year, each employee shall be notified in writing as to his/her total accumulated sick days.

11. An employee who works for four hours in a day shall not be charged sick time. If the employee fails to complete four hours of work prior to going home sick, such employee shall be charged a full sick day.
12. At the employee's option, the Borough will pay an employee up to ten (10) days pay for unused sick days during the calendar year. Payment shall be made in the second check in December. Sick days not paid for, shall be accumulated according to the following schedule:

<u>SICK DAYS USED</u>	<u>SICK DAYS PAID</u>	<u>SICK DAYS ACCUMULATED</u>
0	10	5
1	9	5
2	8	5
3	7	5
4	6	5
5	5	5
6	4	5
7	3	5
8	2	5
9	1	5
10	0	5

13. Part time salaried employees shall receive pro rata sick leave based upon a thirty-five (35) hour weekly full time work week.

ARTICLE XI - *BEREAVEMENT LEAVE*

1. In the event of death of a member of the employee's immediate family, the employee shall be granted time off without loss of pay from the date of the death or the day of the funeral, but in no event shall said leave exceed five (5) working days.
2. (a) Immediate family shall include spouse, children, parents, brothers and sisters of an employee, or of the employee's spouse's family who permanently resides in his home.
- (b) In the event of the death of uncles, aunts, grandparents of an employee or his/her spouse, the employee shall be entitled to one (1) day leave with pay if the location of the funeral is within a fifty (50) mile radius of the Borough of Park Ridge and shall be entitled to two (2) days leave with pay, if the location of the funeral is outside of a fifty (50) mile radius of the Borough.
3. Such bereavement leave shall not be charged against the employee's vacation or sick time or personal days.

4. An extension of absence, under this Article may be had at the employee's option and with the consent of his/her department head and may be charges against available vacation or sick leave time, or be taken without pay for a reasonable period.
5. In the event of the demise of an employee, the Borough will grant funeral leave with pay to up to four (4) co-employees of the deceased to be chosen by the employees, with the reasonable approval of the Department Head as to personnel. Additional employees may be permitted to attend the funeral service and burial with the approval of the department head and/or the Borough Administrator, but such Borough decision shall not be grievable.
6. In the case of an unusual circumstance not specifically covered in the Article, funeral or bereavement leave may be granted or extended at the discretion of the employee's department head and/or the Borough Administrator. The Borough's decision in this regard shall not be grievable.

ARTICLE XII - WORK INCURRED INJURY

1. Where an employee suffers a work connected injury or disability, the Borough shall continue such employee at full pay during the continuance of such employee's inability to work for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the New Jersey Worker's Compensation Act, shall be paid over to the Borough. In the alternative, the Borough may pay such employee the difference between his/her full pay and the temporary worker's compensation check and it shall be deemed to be sick pay but not chargeable to sick leave time, provided that in no event shall the employee receive less than his full, pay as though he/she had not been injured (but without any overtime the employee might ordinarily receive.)
2. Notwithstanding the aforesaid, pension and retirement fund payments, paid, by the Borough, shall continue to be computed and paid as though the employee were receiving full pay.
3. The employee may be required to present evidence by a certificate of a physician that he/she is unable to work and the Borough Administrator may reasonably require that said employee present such certificate from time to time.
4. For the purposes of this Article, injury or illness incurred while the employee is attending a Borough sanctioned program at which his/her attendance is required by the Borough shall be considered work connected.
5. A work related injury requiring time off for treatment, recuperation, or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

ARTICLE XIII - LEAVE OF ABSENCE

1. All employees may be granted a leave of absence with pay for good cause shown for a period not to exceed three (3) months at one (1) time.
2. The employees shall submit, in writing, all facts bearing on the requests to his/her Supervisor or to the Supervisor's designated representative who shall append his/her recommendations and forward the request to the Borough Administrator. The Borough shall consider each case on its merits and without establishing a precedent. The Borough's decision with regard to such requests shall be non-arbitrable.
3. Normally such leave of absence with pay shall be granted only when the employee has used his/her accumulated sick leave and vacation leave in the case of illness.
4. Where it is necessary to employ a substitute to perform the duties of such employee during this absence the amount of the compensation paid the substitute shall be deducted from the salary, wage or compensation of the employee granted such leave, but same shall exclude any overtime paid to the substitute.
5. All employees may be granted a leave of absence without pay for a period not to exceed six (6) months at any one time.
 - a) Such leaves of absence may be renewed for an additional period not to exceed six (6) months only by formal action of the Department Head with the approval of the Borough's Mayor and Council.
 - b) Except as otherwise provided by applicable law, such leave shall not be considered service and no credit including vacation and longevity shall accrue during such leave.
 - c) Such determinations shall be non-arbitrable. The Borough's decision with regard to a request for an unpaid leave of absence under this section shall not be unreasonably withheld.

ARTICLE XIV - OTHER LEAVES OF ABSENCE

1. In the event any employee is a member of a volunteer fire department, police reserve unit or tri-borough ambulance corps and is unable to report to work at his/her scheduled time, or is unable to report at all because of his/her duties as such a volunteer on an emergency call, he/she shall notify his/her supervisor as soon as he/she is reasonably able to do so. No such employee shall be penalized in any manner as a result of his/her volunteer status; he/she shall be paid for such lost time as though he/she had reported to work and, in fact, did work his/her scheduled shift. Such a volunteer shall report to work as soon as his/her volunteer duty has been completed, unless he/she is physically unable to do so as a result of such duty. No employee shall be allowed to leave his/her Borough job for emergency volunteer duty without receiving the prior consent of his/her immediate supervisor if

he/she is in the immediate area. If the supervisor is not in the immediate area, such employee shall not leave the job if to do so would create or continue a hazardous situation. If he or she leaves as herein provided, such employee shall be paid for his/her lost time as though he/she had continued to work.

2. **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 charges against vacation time or sick leave time. The employee during jury duty shall be paid his/her 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. An employee who completes his/her jury duty after 3:00 p.m. shall not be required to return to work, except for Federal Court jury duty in Newark, in which case they will not be obliged to return after 2:00 p.m.

3. **Military Leave:**

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

4. **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 employee shall be granted a leave of absence with full pay and benefits (but without any overtime pay usually earned unless he or she actually works during such time and earns overtime) to attend said course of instruction and shall not be penalized in any way by virtue of his/her attendance.

ARTICLE XV - INSURANCE

A. **Hospitalization and Medical Insurance:**

1. The BOROUGH shall provide full family protection to each employee performing a minimum of thirty hours of work a week on a yearly basis average, with employees contributing to the costs of said coverage as provided herein, of the same type and with the same or substantially similar benefits as presently exist. In no event shall the coverage be less than that provided under the New Jersey State Health Benefits Plan.
2. The parties understand that notwithstanding the sunset provisions of "The Pension and Health Benefit Reform Act, PL 2011, Chapter 78" all employees and retirees shall be required to contribute to the costs of medical insurance at the full implementation or maximum contribution levels provided for by said Act notwithstanding the fact that the provisions of said Act have expired. Said contribution percentages are listed in the Schedule of Medical Contribution Costs attached hereto and made a part hereof.

3. The Borough of Park Ridge will continue to provide full family protection for hospitalization and medical insurance as is presently in effect subject to the employee contribution requirements herein. The Borough shall have the right to change insurance coverage so long as it is substantially similar to or improved upon the benefits currently provided but in no event shall the coverage be less than that provided under the New Jersey State Health Benefit Plan.
4. Full time employees who qualify for a "Service Retirement" or an Early Retirement as defined by the New Jersey Public Employees Retirement System and who have a minimum of fifteen (15) years of continuous service with the Borough of Park Ridge at the time of retirement and meet the requirements of N.J.S.A. 40A:10-23 will be entitled to full family medical insurance coverage, with the employee contributing to the costs of said insurance as provided herein, provided that said former employee or spouse has no other medical coverage from any other employment. Employees hired after December 31, 2012 shall not be eligible for Lifetime Medical or Dental Benefits under this Agreement.
5. Retiree contributions toward health care premiums shall be based upon the percentage applicable to the range within which the annual retirement allowance and any future cost of living adjustments falls as set forth in the Schedule of Medical Contribution costs attached hereto, but in no event shall said contribution be less than 1.5% of the pension benefit. Employees who otherwise qualify for post-retirement medical benefits and have twenty (20) or more years of creditable service as of June 28, 2011, and who retire with 25 years of creditable service, will receive post-retirement medical benefits without having to pay any premiums for said benefits.
6. Upon the employee's 65th birthday, or the employee's spouse's 65th birthday, said employee shall be required to apply for Medicare Part A, and upon retirement, Part B. The monthly cost of Part B shall be paid by the employee. A BOROUGH employee, upon retirement and fulfilling all requirements thereof, including maintaining coverage for Medicare Parts A and B, shall be covered for medical expenses in excess of Medicare by the BOURHGH'S medical/hospital coverage until his or her death. Nothing herein shall be deemed to modify the employee's obligation to contribute to the costs of insurance coverage as provided herein.
7. Each employee covered under the BOROUGH'S medical plan will contribute monthly to the costs of such insurance at those levels established pursuant to the Schedule attached hereto and made a part hereof. Thereafter, the surviving spouse of said retired employee shall also be covered in full for both medical/hospital coverage at the current contribution level costs then in effect provided that he/she has not remarried nor has any other medical coverage available from his/her employer other than Medicare and/or Medicaid coverage. The provisions of this paragraph are subject to any future changes in State of Federal laws.

8. A surviving spouse of an active employee who was covered in the insurance program will continue to be covered in full for two full years subject to the surviving spouse continuing to make the contributions to medical insurance costs paid by the deceased employee, provided that he/she has not remarried nor has any other hospitalization or medical coverage available from his/her employer other than Medicare and/or Medicaid coverage. After said two year period, the surviving spouse shall be offered the opportunity to continue coverage at the Borough's COBRA rates to be fully paid by said spouse for up to 36 months, or the then applicable period pursuant to COBRA, provided that such spouse has not remarried and does not have any other hospitalization or medical coverage except for Medicare or Medicaid coverage.
- B. The Borough will continue to provide liability insurance coverage to all employees of the same type and with the same or substantially similar coverage as presently exists.
 - C. There shall continue to be established a Borough of Park Ridge Employee Insurance Review Committee comprised of one (1) member from each collective bargaining unit, one (1) member representing the non-collective bargaining exempt employees, and one (1) member from the Governing Body.
 - D. The Committee will meet on an as needed basis. The Committee will address concerns and/or complaints relative to the BOROUGH'S existing medical and dental insurance programs.

ARTICLE XVI - RETIREMENT

The Borough shall pay such sums as are required by law to the Public Employment Retirement System on account of all covered employees.

ARTICLE XVII - SENIORITY, LAYOFFS, PROMOTIONS

1. In the event the Borough deems it necessary to lay off any employees in any classification, the employees first laid off shall be those with the least seniority. Such employees shall be placed on a re-employment list in accordance with Civil Service Rules. In the event the Borough should rehire any employees in the classification of those laid off, the persons first rehired shall be those with the greatest seniority.
2. No permanent employee shall be laid off until all emergency, temporary, provisional employees and all probationers who are serving their working test period, holding positions in the same class, are separated; nor shall a permanent employee be laid off except in accordance with the procedures as prescribed in the Civil Service Rules.
3. Promotions shall be based upon Civil Service examination standing for each classification, with the Borough hiring such persons from the eligible list as may be permitted by law.

4. Pursuant to Civil Service Rules, the Borough agrees to provide forty-five (45) days notice of intended layoff.
5. The Borough agrees to maintain an updated master seniority list.
6. Date of hire shall govern in computing seniority for all purposes in this Agreement.
7. The Borough agrees to give advance notification to the Union of any intention to subcontract any bargaining unit work. The Union may at its option submit in writing a statement concerning the proposed subcontracting. Such information may be considered by the Borough in its decision to subcontract the work.

ARTICLE XVIII - GRIEVANCE & ARBITRATION PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievance arising with respect to complaints occurring under this Agreement the following procedures shall be used.

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the employer and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule or regulation or policies, agreements or administrative decisions effecting any employee(s) covered by this Agreement.

Minor discipline shall be the subject of the grievance procedure.

The procedure for settlement of grievance shall be as follows:

A. **STEP ONE:**

Within ten (10) working days of the occurrence of the event being grieved, the employee shall present the grievance orally or in writing to the Borough Administrator or the representative in charge of the Department in the event of the Administrator's absence. The employee shall also have the right to present witnesses or cross examine witnesses if any are presented. The Borough Administrator or the representative in charge of the Department in the Administrator's absence shall review and respond to the alleged grievance in writing within three (3) working days of receipt of the written grievance.

B. **STEP TWO:**

If the Union wishes to appeal the decision of the Borough Administrator (or the representative in charge if the Administrator is absent), it shall be presented in writing to the Borough's Governing Body or its delegated representative within ten (10) working days. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough's Governing Body or its delegated representative may give the Union the opportunity to be heard and will give its decision in writing within twenty (20) working days of receipt of the

written grievance.

C. **STEP THREE:**

- (1) If no satisfactory resolution of the grievance is reached at STEP TWO then within five (5) working days, the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the rules of said Commission. The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.
- (2) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Borough's Governing Body or its representative on the grievance.
- (3) Employees covered by this Agreement shall have the right to process their own grievance without representative.
- (4) The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he/she may incur.

ARTICLE XIX - TERMINAL LEAVE

Retirement Benefits for Unused Sick Leave: All permanent employees shall be entitled to receive a retirement benefit for unused sick leave based upon the following schedule:

Calendar Years Employed by the Borough	Percent of Accumulated Unused Sick Leave, But Not to Exceed Maximum in next column	Maximum Sick Leave Retirement Benefit
Ten (10 Years)	30%	\$ 5,000
Fifteen (15) Years	60%	\$10,000
Twenty (20) Years	60%	\$12,500
Twenty Five (25) Years	100%	\$15,000

Employees hired subsequent to the effective date of legislation adopted by the State of New Jersey in 2011 shall be capped at the payout amount of \$15,000 pursuant to such legislation.

The above retirement benefit shall be prorated for last year of employment. The Borough may pay the above retirement benefit according to its ability to budget and pay same and may elect the manner in which payment shall be made, i.e., lump sum, monthly, or weekly during the calendar year that the employee retires.

ARTICLE XX - DUES CHECKOFF / AGENCY SHOP

- A. The Borough agrees to deduct initiation fees 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 Treasurer, who shall remit same to the Union at regular intervals (on payroll dates).

Notwithstanding anything to the contrary in this Article, the Borough shall have no obligation to make such deductions until and unless it receives the signed authorization from the employee in accordance with the Union authorization form. The Borough shall notify the Union President of new employees no later than fourteen (14) days from the date of hire.

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, and fees from the employee pay, the maximum amount permitted by law in lieu of dues to the Union and shall forward that amount to the Union at regular intervals (on payroll dates). 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.

The Union agrees to indemnify and hold the Borough harmless from any claim or action, including the Borough's legal fees and costs incurred, 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 gross negligence by the Borough.

B. Miscellaneous

1. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability including the Borough's legal fees and costs incurred, that shall arise out of or by reason of action taken by the Borough in reliance, upon fair share fee information furnished by the Union, or its representatives.
2. Any Action engaged in by the Union, its representatives or agents, which discriminates between non-members who pay the said representation fee and members with regard to the payment of such fee other than as allowed under law shall be treated as an unfair practice.

- C. All dues and agency fees should be forwarded to United Public Service Employees Union at 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779.

ARTICLE XXI - MISCELLANEOUS

1. Prescription Glasses: In the event prescription glasses are broken or lost due to a job related accident, said glasses shall be replaced at the expense of the Borough and should the employee lose time from work because of the necessity of having the glasses

replaced, no loss of time will be charged against him/her and he/she will be paid his/her full salary and benefits.

2. **Bulletin Boards:**

- a) The Borough will provide space on existing bulletin boards for use by the Union.
- b) Such bulletin board space shall be used by the Union for the posting of notices and bulletins pertaining to Union business and activities.
- c) No matter may be posted by an employee without receiving permission of the officially designated Union representative.
- d) Any bulletin or material deemed detrimental to the operation of the department may be rejected by the department head.
- e) **Job Posting:** When a vacancy or lateral move in a bargaining unit position is to be filled or a new position is created the Borough shall post a notice of such vacancy or new position on the bulletin board for a period of five (5) working days. The posting shall contain the date the position is to be filled, title of the position, requirements, rate of pay and space for all interested employees to sign said posting.

3. **Meeting Space:** Subject to the availability of space, the Borough will continue to provide the Union with meeting space on municipal property, on a non-scheduled basis.

4. **Telephone:** The shop stewards and the Union president may use Borough telephones for local Park Ridge telephone calls concerning Union business of a vital nature. Long distance calls concerning Union business shall not be charged to the Borough.

5. **Mail:**

The Union shall have the right to receive mail at UPSEU, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779.

6. **Personal Cars:**

If an employee is required to use his/her personal car on Borough business, the Borough shall compensate the employee at the then applicable IRS rate.

7. **Legal Aid:**

The Borough will provide legal aid in accordance with the Borough's existing insurance programs to the employee in suits or other legal proceedings against the employee arising from incidents in the line of duty. This provision will not be applicable to any disciplinary or criminal proceeding instituted against the employee by the Borough.

8. **Severability:**

It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance should be held to be invalid by operation of

law or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any Article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall remain valid. In the event that any section of this Agreement shall be held invalid, the Borough and the Association will meet for the purpose of negotiating changes made necessary by the applicable law or by any tribunal decision.

9. Waiver:

The failure of either party to pursue any rights granted herein shall not be deemed to be a waiver of such parties exercise thereof in the future.

10. Binding Nature:

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

ARTICLE XXII - NO STRIKE PLEDGE

The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty; or willful absence of any employee from his/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 interfering with normal operations against the Borough.

In the event of a strike, work stoppage, slowdown or other job action interfering with the normal operation of the Department, it is covenanted and agreed that participation in any such activity by an employee covered by this Agreement shall be deemed grounds for discipline of such employee or employees subject however to the Grievance Procedure and/or the provisions of the New Jersey Statutes.

The Union will do everything in its power to prevent any of its members or persons acting in their behalf from taking part in any strike, slowdown, walkout or job action interfering with normal operations and will take whatever affirmative steps are necessary under the circumstances to prevent and terminate such illegal action.

Nothing contained in this Agreement shall be construed to limit or restrict the Borough 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, its members, or any person acting on its behalf.

ARTICLE XXIII - PAYROLL RECORDS

Union officers, upon reasonable notice to the Borough, shall be allowed to examine, during, reasonable hours, operating reports and other payroll records which may be applicable to any grievance arising out of this Agreement.

ARTICLE XXIV - DUES DEDUCTION

- A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union.
- B. If, during the term of this Agreement, there shall be any change in the rate of membership dues, the Union will furnish the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee or an official notification on Union letterhead advising of such changed deduction.
- C. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suites or other forms of liability, including the Borough's legal fees and costs incurred, that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Association to the Borough or reliance upon the official notification on the letterhead of the Association advising of such changed deduction.
- D. A written dues authorization may be withdraw in accordance with N.J.S.A. 52:14-15.9E as amended.
- E. The Borough agrees to remit to the Union all such deductions monthly from which such deductions are made. The Borough shall deduct dues from the employee's vacation payments from employees who are on vacation during the week in which the Association dues deduction would otherwise be made.
- F. Where an employee is not on the payroll during the week in which the deduction is to be made, or has no earning, or insufficient earnings during the week or is on leave of absence, the Borough shall deduct dues from the next earnings check of the employee. The Borough shall submit with each due remittance a report listing all seniority employees alphabetically and the amount of dues, in any, deducted from each employee.

ARTICLE XXV - DURATION

- A. This Agreement shall be effective as of and retro-active to January 1, 2015 provided same is ratified by the membership of the Union and the Governing Body of the Borough, and by letter confirmation when it becomes effective, it shall remain in full force and effect until and including December 31, 2017. After December 31, 2017 the Agreement shall continue in full force and effect until a new Agreement is executed by the parties. The provisions of Paragraph 3 and 4 of Article VI shall be binding upon the parties upon the terms therein stated.
- B. Nothing contained herein shall prohibit the parties from negotiating an agreement covering the period from January 1, 2018, in future, which agreement when adopted may

be retro-active to January 1, 2018.

- C. All notices required to be sent hereunder shall be deemed to be properly served upon the Union by mailing the same, certified mail, return receipt requested, to the President of the Union, or any member of the executive committee, or by personal service on any of such persons and receipt of a signed dated receipt for the same for such person. Service of such notices on the Borough or any supervisor or administrator upon whom the same is required, pursuant to the provisions of this Agreement, shall be made by certified mail, return receipt requested, or by personal service upon such person or to the Borough Clerk at the Borough Hall and receipt of a signed, dated receipt therefor. The Union shall notify the Borough of the name and address of each of its officers and the members of its executive committee, grievance committee and of any changes therein during the terms of this agreement.

Witnesses whereof the Parties have this 24TH day of MARCH^Q, 2016, sign this Agreement.

Borough of Park Ridge

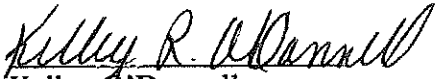
United Public Service Employees Union



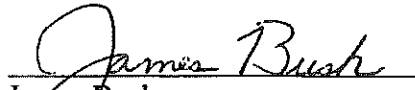
Terence P. Maguire
Mayor Borough of Park Ridge



President - UPSEU

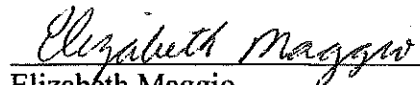


Kelley R. O'Donnell
Clerk/Administrator - Park Ridge



James Bush
Labor Relations Representative

Witness



Elizabeth Maggio
Shop Steward

Schedule A: Base Salaries for years 2015 through 2017

		Schedule A:						
		STEP						
		1	2	3	4	5	6	7
Suprv of Billing & Collections	2015	63,341	66,857	70,378	73,896	77,416	80,934	84,454
	2016	64,925	68,528	72,137	75,743	79,351	82,957	86,565
	2017	66,548	70,241	73,940	77,637	81,335	85,031	88,729
Principal Clerk Typist	2015	50,758	53,577	56,396	59,216	62,038	64,857	67,677
	2016	52,027	54,916	57,806	60,696	63,589	66,478	69,369
	2017	53,328	56,289	59,251	62,213	65,179	68,140	71,103
Principal Accts Clerk Sr Accts Clerk/Registrar	2015	51,521	54,383	57,246	60,107	62,969	65,832	68,694
	2016	52,809	55,743	58,677	61,610	64,543	67,478	70,411
	2017	54,129	57,137	60,144	63,150	66,157	69,165	72,171
Senior Accts Clerk Senior Cashier Police Records Clerk	2015	49,616	52,371	55,127	57,885	60,641	63,398	66,154
	2016	50,856	53,680	56,505	59,332	62,157	64,983	67,808
	2017	52,127	55,022	57,918	60,815	63,711	66,608	69,503
Accounts Clerk/Cashier	2015	40,493	42,743	44,993	47,244	49,494	51,744	53,995
	2016	41,505	43,812	46,118	48,425	50,731	53,038	55,345
	2017	42,543	44,907	47,271	49,636	51,999	54,364	56,729
Accounts Clerk	2015	38,188	39,779	41,369	42,960	44,552	46,143	47,734
	2016	39,143	40,773	42,403	44,034	45,666	47,297	48,927
	2017	40,122	41,792	43,463	45,135	46,808	48,479	50,150
Technical Assistant (25 hours)	2015	36,912	38,624	40,336	42,048	43,760	45,473	47,184
	2016	37,835	39,590	41,344	43,099	44,854	46,610	48,364
	2017	38,781	40,580	42,378	44,176	45,975	47,775	49,573
Planning Board Secretary	2015	21,276	22,458	23,640	24,821	26,003	27,185	28,367
	2016	21,808	23,019	24,231	25,442	26,653	27,865	29,076

	2017	22,353	23,594	24,837	26,078	27,319	28,562	29,803
Zoning Board Secretary	2015	14,195	14,984	15,773	16,563	17,350	18,139	18,927
	2016	14,550	15,359	16,167	16,977	17,784	18,592	19,400
	2017	14,914	15,743	16,571	17,401	18,229	19,057	19,885
Receptionist typing/ Keyboard Clerk 1	2015	35,657	36,979	38,332	39,770	41,164	42,604	44,096
	2016	36,548	37,903	39,290	40,764	42,193	43,669	45,198
	2017	37,462	38,851	40,272	41,783	43,248	44,761	46,328
Clerk Typist/Keyboard Clerk 1	2015	33,125	34,354	35,611	36,948	38,243	39,580	40,966
	2016	33,953	35,213	36,501	37,872	39,199	40,570	41,990
	2017	34,802	36,093	37,414	38,819	40,179	41,584	43,040

		STEP	
		Min	Max
Clerical Assistance	2015	8.50	32.29
	2016	8.50	33.10
	2017	8.50	33.93
	2018	8.50	34.78

**HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE
(PERCENTAGE OF PREMIUM)***

SALARY RANGE	CONTRIBUTION
Less than 20,000	4.50%
20,000 - 24,999.99	5.50%
25,000 - 29,999.99	7.50%
30,000 - 34,999.99	10.00%
35,000 - 39,999.99	11.00%
40,000 - 44,999.99	12.00%
45,000 - 49,999.99	14.00%
50,000 - 54,999.99	20.00%
55,000 - 59,999.99	23.00%
60,000 - 64,999.99	27.00%
65,000 - 69,999.99	29.00%
70,000 - 74,999.99	32.00%
75,000 - 79,999.99	33.00%
80,000 - 94,999.99	34.00%
95,000 and over	35.00%

***Member contribution is a minimum of 1.5% of base salary towards Health Benefits**

**HEALTH BENEFITS CONTRIBUTION FOR
MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE
(PERCENTAGE OF PREMIUM)***

SALARY RANGE	CONTRIBUTION
Less than 25,000	3.50%
25,000 - 29,999.99	4.50%
30,000 - 34,999.99	6.00%
35,000 - 39,999.99	7.00%
40,000 - 44,999.99	8.00%
45,000 - 49,999.99	10.00%
50,000 - 54,999.99	15.00%
55,000 - 59,999.99	17.00%
60,000 - 64,999.99	21.00%
65,000 - 69,999.99	23.00%
70,000 - 74,999.99	26.00%
75,000 - 79,999.99	27.00%
80,000 - 84,999.99	28.00%
85,000 - 99,999.00	30.00%
100,000 and over	35.00%

***Member contribution is a minimum of 1.5% of base salary towards Health Benefits**

**HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE
(PERCENTAGE OF PREMIUM)***

SALARY RANGE	CONTRIBUTION
Less than 25,000	3.00%
25,000 - 29,999.99	4.00%
30,000 - 34,999.99	5.00%
35,000 - 39,999.99	6.00%
40,000 - 44,999.99	7.00%
45,000 - 49,999.99	9.00%
50,000 - 54,999.99	12.00%
55,000 - 59,999.99	14.00%
60,000 - 64,999.99	17.00%
65,000 - 69,999.99	19.00%
70,000 - 74,999.99	22.00%
75,000 - 79,999.99	23.00%
80,000 - 84,999.99	24.00%
85,000 - 89,999.99	26.00%
90,000 - 94,999.00	28.00%
95,000 - 99,999.99	29.00%
100,000 - 109,999.99	32.00%
110,000 and over	35.00%

***Member contribution is a minimum of 1.5% of base salary towards Health Benefits**

