COLLECTIVE BARGAINING AGREEMENT

By and Between

Borough of Hawthorne
White Collar Unit

And the

UNITED PUBLIC SERVICE EMPLOYEES UNION

White Collar Unit

January 1, 2012 – December 31, 2014

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PREAMBLE

THIS AGREEMENT made this 2nd day of August 2012, between the Borough of Hawthorne in the County of Passaic, a municipal corporation of the State of New Jersey (hereinafter referred to as the 'Borough" or "Employer") and United Public Service Employees Union, (hereinafter referred to as the "Union")
NOW, THEREFORE, the parties agree as follows:

ARTICLE I – RECOGNITION

The Borough recognizes the Union as the exclusive bargaining agent pursuant to PERC certification for all white-collar employees of the Borough of Hawthorne, excluding confidential, managerial, supervisory, seasonal or police employees within the meaning of the Public Employment Relations Act. Attached hereto as Schedule "A" is a list of titles active at the execution of this Agreement which are covered by this Contract. It is specifically agreed that the title or position of Secretary to the Mayor or the Borough Administrator is a confidential employee not covered by this Agreement. All white-collar employees hired during the term of this Agreement, who perform non-supervisory functions under titles not set forth in Schedule A, shall be deemed included in the bargaining unit. Upon date of hire, all employees shall be eligible to join the Union.

ARTICLE II - EMPLOYEE RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under the New Jersey State Statutes, Civil Service Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Borough, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth. However, employees who have not completed a six month probationary period shall not be entitled to grieve disciplinary actions. It is further agreed that, at the Borough's discretion, the probationary period may be extended for an additional two months upon notification to the employee and the Union. Nothing herein shall impair the right of the Borough to terminate with or without cause or otherwise modify the work schedule of any employee during the Probationary Period or any extension thereof.

C. Whenever any employee is required to appear before any Borough officials or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be notified of his/her right to have a Union representative present to advise him/her and represent him/her during such meeting or interview.

D. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not violate any local, state or federal law. Any political or religious activities shall not be conducted during working hours.

ARTICLE III - NO STRIKE/NO LOCKOUT PLEDGE

It is recognized that the need for the continuous and uninterrupted operation of the Borough's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation. 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. If the aforementioned activity takes place, the Borough will be entitled to take the appropriate disciplinary action, including possible discharge, in accordance with applicable law. Nothing 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. There shall be no lockouts of employees by the Borough during the term of this Agreement.

ARTICLE IV - MANAGEMENT RIGHTS

Nothing in this contract shall abrogate the management rights of the elected or appointed officials in charge of the various departments of Borough Government, Except as otherwise provided herein, the Borough retains exclusive rights to hire, direct and schedule the working force; to plan, direct and control operations; to discontinue, reorganize or combine any department with any consequent reduction or other changes in the workforce subject to seniority provisions of this Agreement; to introduce new or improved methods or facilities regardless of whether the same cause a reduction in the work force, and in all respects to carry out the ordinary and customary functions of management, including the establishment of such operational rules [outside of the scope of negotiations] as it shall deem advisable. Further, no management prerogative reserved solely by the discretion of the Borough by the terms of this Agreement shall be made the subject of a grievance.

ARTICLE V - GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement, and to provide for a fair opportunity to determine whether proposed discipline is for just cause.

B. Definition

A grievance may be filed concerning the interpretation or application of this collective Agreement, as well as policies and administrative decisions which affect terms and conditions of employment, and to contest disciplinary actions. A grievance may be filed by an individual, the Union on behalf of an individual or individuals, or the Borough:

Steps of the Grievance Procedure

Step One:

a. An aggrieved employee or the Union on behalf of an aggrieved employee or employees of the Borough shall institute action under the provision hereof within ten working days of the occurrence of the grievance. In the ensuing five working days after the filing of the grievance, an earnest effort shall be made to resolve the issue among the aggrieved employee, the shop steward and the immediate supervisor. If no voluntary resolution is reached, the supervisor shall render a written decision within ten days after receipt of the grievance.

b. Grievances initiated by the Borough shall be filed directly with the Union within ten (10) working days of the occurrence of the grievance. A meeting shall be held within five *(5)* working days after filing such grievance between representatives of the Borough and the Union, in an earnest effort to adjust the difference between the parties. In the event no such adjustments are satisfactorily made within ten (10) working days after such meeting, either party may file within ten (10) working days thereafter for arbitration in accordance with this Article.

Step Two:

a. If the grievance is not resolved at Step One, the Union may forward the grievance to the Mayor or his designee within ten working days following the determination at Step One.

b. A conference will be held with the Mayor or his designee within five (5) working days following the receipt of the grievance and a decision in writing will be rendered within ten (10) working days following the conference.

c. Where the grievance concerns a disciplinary action, the Borough Administrator or his designee shall conduct a hearing and issue a decision within the same time frames.

Step Three - Arbitration:

a. If the grievance cannot be satisfactorily adjusted at Step Two within ten (10) working days from a Step Two decision, either party may refer the question for final decision and determination to an impartial arbitrator to Public Employment Relations Commission under whose Rules an arbitrator shall be chosen. The arbitrator shall be bound and governed by the provisions of this Agreement or any amendment or supplement thereto. The costs for the services for the arbitrator shall be borne equally by the Borough and the Union. Any other

expenses, incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

b. The arbitrator shall set forth his findings of fact and reasons for making the award and shall strive to issue a decision within thirty (30) working days after the conclusion of the arbitration hearing.

c. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE VI - UNION REPRESENTATIVES

A. Union activities, in addition to the rights of representation set forth herein, may be conducted on Borough property provided such activities do not occur during normal work hours, except as set forth below.

B. The Steward or his/her designee and the aggrieved member(s) shall be allowed to meet the Union's staff representative or attorney during working hours when said meeting is related to grievances, Public Employment Relations Commission (PERC) actions, disciplinary actions or potential disciplinary actions. Such meetings shall be with pay and not in any manner charged against the Steward, designee, or aggrieved member. The unit Steward and aggrieved member(s) shall be allowed to attend any grievance, arbitration or PERC hearing without loss of pay. The Borough will be provided reasonable written or verbal notice of such meetings.

C. The Union shall notify the Borough or its designees of the names of current Union officers responsible for processing grievances.

D. The Union shall not conduct membership meetings on Borough property without written permission of the Borough Administrator.

E. Upon written request, the Union designated representative of the Hawthorne Unit shall be granted a maximum of two (2) days leave with pay to attend labor mini-conventions and/or seminars provided such leave does not adversely impact Borough operations.

ARTICLE VII - SALARIES AND WAGES

A. Effective January 1, 2012, all employees will receive a 2.0% across-the-board wage increase.

B. Effective January 1, 2013, all employees will receive a 2.0% across-the-board wage increase.

C. Effective January 1, 2014, all employees will receive a 2.0% across-the-board wage increase.

D. Call-in:
In the event an employee is called back to duty following completion of the regular workday, the employee shall be compensated for actual hours worked.

E. For those employees receiving adjustments, in the years they do not receive adjustments, they shall receive the same percentage increases as other members.

ARTICLE VIII - JOB POSTING

A. The Borough will post in all places as designated under Article XXII, notices of all job vacancies, openings and promotional opportunities for a period of five (5) working days prior to the Borough advertising said positions to the general public. The expiration of this five (5) day period does not in any manner, forfeit an employee's right to submit an application for the posted vacancy(s), position(s) or promotional opportunity(s) after this period has passed.

B. All qualified employees, who apply for a posted vacancy, position or promotion will be interviewed, If a job vacancy is filled from within the unit, seniority and performance shall be among the factors to be considered in the hiring decision as determined by management.

C. The Borough shall submit to the Union copies of all job postings. When job vacancies are filled, the Borough shall submit to the Union a copy of the successful bidder's name and salary. Upon the new employee's commencement with the Borough, the Union, through its shop steward, shall be provided fifteen (15) minutes during orientation proceedings to provide the employee information and answer any questions.

ARTICLE IX - NON-DISCRIMINATION

There shall be no discrimination by the Borough or the Union against any employee because of the employee's membership or non-membership in the Union. Neither the Borough nor the Union shall discriminate against any employee because of race, creed, color, age, sex, marital status or national origin.

ARTICLE X - VOLUNTEER DUTY

Employees who are members of volunteer fire companies and those who serve as ambulance attendant volunteers, upon being summoned to active duty, in accordance with established procedures will be excused from their regular work duties with no loss of pay. Employees who are injured in the line of duty as volunteer fire fighters or ambulance attendant volunteers shall be subject to pay and benefits as is customary.

ARTICLE XI – HOURS

A. For all full-time employees working in offices other than the Municipal Court, the regular work day shall be 8:30 a.m. to 4:30 p.m. with a one (1) hour lunch break. For all full-time employees in the Municipal Court, the regular work day shall be 9:00 a.m. to 4:00 p.m. with one (1) hour lunch break, and up to five (5) hours per week for call-outs and one (1) evening court session per week.

B. All hours worked in excess of 40 hours per week will be paid at the rate of time and one half. Hours worked between 35 and 40 hours per week will be paid at the regular hourly rate. (All hours worked in excess of 35 will be paid in cash or compensatory time, at the discretion of the employee. All hours worked in excess of 35 will be assigned at the discretion of the Department Head or supervisor.

C. Regularly scheduled employees working fewer than 35 hours per week will be paid for holidays, sick leave, personal time, vacation and other entitlements currently received on a pro-rated basis. Employees who work less than 35 hours a week will not receive health benefits.

ARTICLE XII - CHANGE OF JOB DUTIES/LAYOFFS

Any change in job duties or position must be made in writing, with thirty (30) days notice to the affected employee. In the event of a reduction in force, the least senior employees will be laid off first. All unit employees shall have bumping rights based on Borough-wide seniority, provided that no employee may bump into a position for which he or she is not qualified as determined by management.

In determining seniority in a layoff situation, a full-time employee who previously served in a part- time capacity shall be deemed to have earned seniority on a pro-rated basis for hours worked during part-time status. In no case shall a current part-time employee be entitled to a full-time job due to a layoff.

ARTICLE XIII - EMPLOYEE LOUNGE

A room shall be provided for employees for breaks and lunch hour on premises. If more than one person is assigned to an office, breaks will be staggered as established by Department Heads to ensure office coverage. Breaks will be fifteen minutes per employee.

ARTICLE XIV - LONGEVITY

All bargaining unit employees will receive annual longevity payments based upon the following schedule:

1. 5-7 years of service
   Two (2%) percent longevity pay based upon employee's base salary.

2. 8-10 years of service
   Four (4%) percent longevity pay based upon employee's base salary.

3. 11-15 years of service
   Six (6%) percent longevity pay based upon employee's base salary.

4. 16-19 years of service
   Eight (8%) percent longevity pay based upon employee's base salary.

5. 20-24 years of service
   Nine (9%) percent longevity pay based upon employee's base salary.

6. After twenty-five (25)- or more years of service
   Ten (10%) percent longevity pay based or more years of service upon employee's base salary.

Longevity payments will be paid on an employee's anniversary date.

ARTICLE XV - HEALTH PLAN

A. Except as modified herein, the Borough agrees to continue in effect the present health benefits plan, including the medical and dental plans, at no cost to unit employees.

B. Upon receipt of notice of the deductible portion of the hospital/surgical coverage, the Borough shall pay to the employee and one (1) dependent annually the sum of fifty ($50.00) dollars (maximum $100.00 annually).

C. The Borough reserves the right to change insurance carriers provided there is no reduction in benefits.

D. Effective upon employees being provided an open window period for benefit plan selections, the plan options shall be modified as follows:

   1. Choice 10 Plan (becomes Choice 20 Plan)
      The co-pay shall increase from $10.00 to $2.00, and the reimbursement for brand name prescription drugs decreases from 90% to 80% effective 60 days after ratification of this agreement.

2. AETNA Choice POS Open Access Plan - $10.00.

E. Vision - Effective January 1, 2002, benefits for employees, but not their dependents, shall be paid by the Borough as follows:

Exam -	$90.00
Glasses	$150.00

Effective January 1, 2005, employees dependents shall be entitled the benefit herein.

Effective July 1, 2005, the annual benefits for employees and each of their dependents shall be as follows:

Exam -	$120.00
Glasses	$180.00

F. Retired employees shall be entitled to health insurance through the Borough at age 59 with the cost being borne equally (50% / 50%) between the employee and the Borough, provided the employees has 25 years of continuous service.

G. There shall be a maximum dental benefit of $1,000.00 per employee per year. The $1,000.00 per individual per year shall apply to both employees and dependents.

I. Effective upon signing the contract new hires will have the AETNA health plan as their base health plan. Such new hires seeking any other health plan will pay the difference in cost for premiums above that of the AETNA plan.

J. Any current member who selects a more costly health benefits plan than the one selected and in place for that individual as of January 1, 2008, shall pay, via payroll deduction, the difference between the premium cost for the plan selected and the cost then in effect for the less costly plan previously selected.

K. If one other Borough of Hawthorne union agrees to AETNA as the base health plan for current employees there will be a re-opener on this one issue only for this bargaining unit.

L. Effective January 1, 2012, each employee shall make a contribution towards the cost of health benefits in accordance with P.L. 2011, Chapter 78, of the State of New Jersey.

ARTICLE XVI - SICK DAYS/DISABILITY POLICY

A. The current practice of providing unit employees with unlimited paid sick leave shall remain in effect. Effective upon ratification:

1. Current employees shall receive the same sick leave they have received with the following conditions:

   Employees are eligible for up to four months of sick leave with full pay subject to the Borough's ability to monitor and review the absences. If an employee is not able to return to work at the end of the four month period, he or she may request paid leave for an additional four month period, which paid leave may be renewed for yet another four month period. Factors to be taken into account on determining these renewals shall be the employee's condition, the employee's work record and the employee's attendance record. Any denial of paid leave may be submitted to the grievance procedure and is subject to arbitration. The maximum period of paid sick leave shall be one year.

   Employees who utilize sick leave may be required to submit to a medical examination by a physician selected by the Borough to verify the authenticity of the need for the sick leave. The cost of the examination shall be paid by the health insurance carrier and the Borough.

   These employees are also subject to review by the Borough's Administration for purpose of preventing abuse of sick leave.

2. Employees hired on or after March 1, 2005 shall receive 12 sick days per year which may be utilized for sick leave and no other purpose. Employees shall be subject to all limitations on sick leave set forth herein.

3. Employees shall receive twelve sick days per year to be used for illness. These employees are also subject to review by the Borough's administration for the purpose of preventing abuse of sick leave.

4. Employees may accumulate sick days, however such days are not compensable upon separation from employment.

ARTICLE XVII – HOLIDAYS

A. Employees shall be allowed the following holidays with pay:

New Year's Day	Columbus Day	Memorial Day Observance
Martin Luther King's Birthday	Election Day	Fourth of July
Presidents Day	Veteran's Day Observance	Labor Day
~~Lincoln's Birthday~~	Thanksgiving	One-half Day Christmas Eve
Good Friday	Day after Thanksgiving	Christmas Day

If the Borough permits the early release of employees for New Year's Eve, forty eight (48) hours notice shall be given and any employee who is required to work until normal closing time shall receive equivalent time off, on an hour for hour basis.

Effective January 1, 2013, Lincoln's Birthday shall be deleted from the above list of holidays.

B. In the event the Mayor and Council declare any additional Borough-wide holidays for Borough employees, the employees who are required to work shall be granted equivalent time off on an hour for hour basis.

C. When a holiday falls on a Saturday, it shall be celebrated on the previous Friday. Holidays falling on a Sunday shall be celebrated on the following Monday.

D. If Christmas Day falls on a Sunday or Monday, the Christmas Eve one-half (1/2) day shall be celebrated on the previous Friday.

ARTICLE XVIII - BEREAVEMENT LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay up to five (5) consecutive days. Generally one of the five days shall include either the day of death or day of funeral, but in no event shall the leave begin more than (2) days after the date of death. The term immediate family shall include father, mother, brother, sister, husband, wife and child or any relative residing in the employee's household.

B. In the event of the death of an employee's grandparents, mother-in-law, father-in-law, sister- in-law or brother-in-law, the employee shall be granted time off without loss of pay up to three (3) consecutive days, commencing to begin not later than (2) days after the date of death.

C. The Borough may, in its discretion, grant additional bereavement leave upon the request of the employee.

ARTICLE XIX - VACATION LEAVE

A. Vacation leave is earned and credited as of January 1 of every year for employees as follows:

- During the first year of employment, employees hired prior to March 1 shall receive 10 vacation days.

- During the first year of employment, employees hired after March 1 and prior to July 1 shall receive 5 vacation days.

- During the first year of employment, employees hired after July 1 shall receive no vacation days.

- Employees with less than four full years of service shall receive 10 vacation days credited on January 1.

- Employees with four full years of service but less than nine full years of service shall receive 3 weeks of vacation credited on January 1.

- Employees with nine or more years of service shall receive 4 weeks of vacation credited on January 1.

B. A year shall be computed based upon the employee's anniversary date.

C. Prior to the commencement of an employee's vacation, payment for the vacation days shall be made before the departure date of the employee, unless otherwise agreed upon.

D. All requests- to use-vacation days -must-be -made as far in advance -as possible. The granting of vacation time off will be consistent with past practice and in consideration of workload and/or seasonal demands.

E. Unit employees may carry over up to ten vacation days into the succeeding year.

ARTICLE XX - PERSONAL LEAVE

A. Each permanent employee shall be entitled to two (2) personal leave day with pays each year of this Agreement. Employees shall not have to advise their Department Head of the reason for such personal leave day, which may be combined with vacation leave.

Effective January 1, 2013, unit employees shall be entitled to three (3) personal days annually.

B. Employees must give their Department Heads or designee notice of their intention to take personal leave as soon as practicable and must receive approval from the Department Head or designee which shall not be unreasonably withheld.

Personal leave days may not be accrued.

ARTICLE XXI - LEAVES OF ABSENCE

A. Every unit employee may be granted a leave of absence according to the New Jersey Family Leave Act and the Federal Family and Medical Leave Act.

B. Any unit employee who is called to serve jury duty shall receive paid leave until the completion of such duty.

ARTICLE XXII - BULLETIN BOARD

A. One (1) bulletin board shall be made -available by the Borough in the employee lounge.

B. The bulletin board may be utilized by the Union for the purpose of posting Union announcements and other Union-related business.

C. All bargaining unit promotional opportunities and vacancies will be posted on the Union bulletin board.

ARTICLE XXIII - TUITION REIMBURSEMENT

A. The Borough will provide a Tuition Refund Program to employees who have successfully completed one (1) full year of employment and who are on active payroll from the time of pre-approval of the requested courses through the payroll period in which payment is made.

B. Courses eligible for approval are those taken at a licensed and accredited post-high school institution or sponsored by a government agency. Courses must be directly related to the employee's present position or to the operations of the Borough. Reimbursement shall only be available for courses or programs pre-approved by the Borough. Approval by the Borough shall not be unreasonably denied. Only courses designed for development or enhancement of a vocational skill will be covered. Payment shall be by voucher and after receipt by the Borough of a copy of a passing grade or certification earned by the employee.

ARTICLE XXIV – DEDUCTIONS FROM SALARY

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S. A52:14-15.9(e) as amended. Said monies together with records of any corrections shall be transmitted to the Unions office at 3555 Veterans Hwy, Suite H, Ronkonkoma, NY, 11779 by the fifteenth (15th) of each month following the monthly pay period in which deductions are made.

B. If during the life of the Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

C. The Union will provide the necessary "Check-off Authorization" form and the Union will secure the signatures of its members on the font's and deliver the signed forms to the Director of Finance. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough or in reliance upon the official notification on the letterhead of the Union and signed by the President and Secretary-Treasurer of the Union advising of such changed deduction.

ARTICLE XXV - AGENCY SHOP

The Borough shall withhold from those employees who are not members of the Union, but who are employed within the bargaining unit, a representation fee in lieu of dues equal to eighty-five percent (85%) of the total dues charged by the Union to its members. The Union represents to the employer that it has established a demand and return system and that it is in compliance with all requirements imposed on it pursuant to the Employer Employee Relations Act (EERA). The Borough's obligation pursuant to this article is contingent upon the Union's continued compliance with the EERA.

The Borough disclaims any responsibility for the deductions of representation fees in lieu of dues after the same have been forwarded to the Union, and the Union agrees to indemnify and hold the Borough harmless against any and all claims, demands suits, or other action of whatsoever kind which may arise out of, or by reason of the deductions of representation fees in lieu of dues.

ARTICLE XXVI - INCLEMENT WEATHER

Should a weather emergency be declared by the Governor, state law supersedes local law and non-emergency employees would not normally be asked to work or stay during an emergency. Administration will assure that wages will not be lost during an emergency.

ARTICLE XXVII - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by 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 to full force and effect.

ARTICLE XXVIII – DURATION

This Agreement shall be effective January 1, 2012 through December 31, 2014.

ARTICLE XXIX - MODIFICATION OF AGREEMENT

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties.

UNITED PUBLIC SERVICE EMPLOYEES UNION

Kevin E. Boyle, Jr., President

Joyce Comerro

Joyce Camero, Chief Shop Steward

COMERRO

Janice Patmos

Donald Turner

Walter Marston

BOROUGH OF HAWTHORNE
PASSAIC COUNTY, NEW JERSEY

Richard S. Goldberg, Mayor

, Acting Borough Clerk
ATTEST