



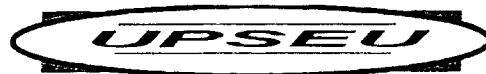
By and Between

**BOROUGH OF ALLENDALE
BERGEN COUNTY, NEW JERSEY**

and the

**UNITED PUBLIC SERVICE
EMPLOYEES UNION**

JANUARY 1, 2010 – DECEMBER 31, 2012



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PREAMBLE

This Agreement entered into this _____ 2011, by and between the Borough of Allendale, in the County of Bergen, State of New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the “Borough”, and United Public Service Employees Union (UPSEU), hereinafter called the “Union”, represents the complete and final understanding on all bargainable issues between the Borough and the Union.

ARTICLE I RECOGNITION

The Borough recognizes the Union as the exclusive collective negotiations agent for (as per PERC Certification) all full and part-time White Collar employees, full and part-time Public Safety Telecommunicator/Dispatch employees, full and part-time Borough employees and full and part-time Water Department employees of the Borough of Allendale, excluding managerial employees and supervisors within the meaning of the Public Employees Relations Act, and also excluding probationary employees.

ARTICLE II MANAGEMENT RIGHTS

A. 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:

1. The executive management and administrative control of the Borough Government and its properties and facilities and activities of its employees, utilizing personnel, methods and

means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make and modify rules of procedure and conduct, to use improved methods and equipment, to determine hours of work, work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. To make and modify such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Borough after advance notice thereof to the employees and the Union.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Borough and to direct the work of such employees in all respects.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause.

6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

7. The Borough reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Borough.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, codes of conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the Borough's rights, responsibilities and authority under N.J.S.A. 40A: 1-1 et seq. or any other national, state, county or local law or regulations.

**ARTICLE III
MAINTENANCE OF WORK OPERATIONS**

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support--and none of its members will take part in any strike, work stoppage, slow-down, walk-out, or other illegal job action against the Borough. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walkout or job action, the Borough reserves any and all rights and remedies afforded to it by law.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned. The Union will not support any such action by any employee or group of employees of the Borough; will publicly disavow such action; and order all such members who participate in such activities to cease and desist from same immediately and to return to work.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for

injunction or damage, or both, in the event of such breach by the Union or its members.

ARTICLE IV GRIEVANCE

A. The purpose of this procedure is to resolve at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of Borough management.

C. The term "grievance" as used herein means a dispute between the Union and the Borough concerning the interpretation or application of the terms of this Agreement.

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

Step One: The aggrieved or the Union shall initiate a grievance verbally under the provisions hereof within ten (10) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Department Head for the purpose of resolving the matter informally. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

Step Two: If the grievance is not resolved at Step One within five (5) working days of the initial discussion with the Department Head, the aggrieved or the Union may present the grievance in writing within ten (10) working days thereof to the Director of Operations.. The written grievance at this Step shall contain the relevant facts, the applicable Section of this Agreement allegedly violated, and the remedy requested by the grievant. The Director of Operations or his/her designee will answer the grievance in writing within ten (10) working days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the Director of Operations, such appeal shall be presented in writing to the Mayor and Council within ten (10) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor and Council shall respond, in writing, to the grievance within ten (10) working days after the Council meeting following the submission.

Step Four:

a) If the Union wishes to appeal the decision of the Mayor and Council, , the matter shall be submitted to an arbitrator selected by the parties from the arbitration panel maintained by PERC, provided the grievance concerns a potential violation or interpretation of the terms of this Agreement.

E. Upon prior notice to and authorization of the Borough, a designated Union representative shall be permitted to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of

pay, provided the conduct of said business does not diminish the effectiveness of the Borough or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding Step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any Step in the grievance procedure.

ARTICLE V SENIORITY

A. The seniority of an employee is hereby defined as the period of continuous service as a full-time employee dating from the most recent date of hire. The Borough will forward to the Union within thirty (30) days of the date of this Agreement, a seniority list for the Water Department and a seniority list for the Municipal Staff showing the names of all bargaining unit employees and their seniority. These lists shall be updated annually in the month of January.

B. In the case of layoffs, or recalls from layoff, the following factors will be considered, with no disproportionate weight being given to any particular factor, factors for consideration will be

seniority (as defined herein), employee's performance, training, experience, and ability to perform the work required by the Borough.

C. Seniority will be broken and an employee will lose his/her seniority ranking for the following reasons: (i) resignation; (ii) retirement; (iii) discharge for just cause; (iv) failure to return to work within five (5) working days after notice of recall from layoff has been sent by certified mail; (v) failure to report to work without reporting the reason to the Borough; (vi) failure to return to work upon expiration of a leave of absence; (vii) layoff in excess of the period equal to the employee's seniority or twenty-four (24) months, whichever is shorter; and (viii) death.

D. The first nine (9) months of employment for all new employees shall be considered a probationary period. During the probationary period, the Borough may discharge the employee for any reason whatsoever, and neither the probationary employee, nor the Union on his/her behalf, shall not have recourse to the grievance and arbitration procedure.

ARTICLE VI UNION REPRESENTATIVES

A. Up to two (2) accredited representatives of the Union may enter the Borough facilities or premises at reasonable hours for the purpose of observing conditions and assisting in the adjustments of grievances. When the Union decides to have its representatives enter the Borough facilities or premises, it shall give prior notice thereof to the appropriate Borough representative and the Union representative shall not be denied access to the premises. There shall be no interference with the normal operations of the business of Borough government or the normal duties of employees. There shall be no Union business transaction nor meetings held on Borough

time unless the Borough, in its sole discretions, consents thereto. The Union may conduct meetings on Borough property outside of working hours provided permission is secured from the appropriate Borough representative, which permission will not be unreasonably withheld.

B. The Union shall notify the Borough of the officers and stewards representing the Union in connection with the terms and provisions of this Agreement. A steward, upon prior notice to his/her immediate superior may investigate a grievance during working hours without loss of pay. The Borough shall not interfere or restrain the Union from the elections of officers and stewards or in any other matter interfere with the internal affairs of the Union.

C. Members of the Union negotiating committee shall not exceed three (3) in number. Such committee members who are on duty at the time negotiating sessions are being held shall suffer no loss of regular straight time pay for time spent on such negotiations.

D. Members of the Union who are elected by the Union to attend any meetings, educational conferences or conventions of the Union, or other bodies which the Union is affiliated, shall be granted necessary time off without loss of pay provided that, other than in emergency or unanticipated circumstances, one (1) month written notification is provided to the Borough. Such requests shall not exceed an aggregate of three (3) working days annually. No one employee shall be granted more than two (2) days annually.

**ARTICLE VII
HOURS OF WORK**

- A. With the exception of dispatchers, the normal Borough Work Week is Monday through Friday, and the regular working day for full-time employees is thirty-five (35) hours per week, commencing at 9:00 am and ending at 4:30 pm, with a one-half hour unpaid lunch.
- B. The Borough shall continue its current practice of flexible rest periods.
- C. Dispatchers shall work on such days and on such hours as may be set by the Chief of Police.

**ARTICLE VIII
HOLIDAYS**

Employees are entitled to the following paid holidays:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

- Floating Holiday, which, effective in 2012 will be taken as one-half (1/2) day on Thanksgiving Eve (12:30 pm dismissal) and one-half (1/2) day on Christmas Eve (12:30 pm dismissal), or, should Christmas Eve fall on a weekend, then such one-half (1/2) day shall be taken on the last working day before Christmas Eve.

A holiday falling on a Saturday will be observed on the preceding Friday, and a holiday falling on a Sunday will be observed on the following Monday.

If a holiday falls during an employee's vacation, it shall be credited as a holiday and not a vacation day.

ARTICLE IX VACATIONS

Regular employees earn vacation time based on calendar years of continuous service. Vacation time is credited as of January 1 of each year.

- a. Each full-time* employee shall be granted vacation time by the following schedule:

Vacation schedule for employees hired prior to June 1, 2010

(Length of Continuous Service)

2 nd through 5 th Year	10 days
6 th and 7 th Year	16 days
8 th and 9 th Year	17 days
10 th and 11 th Year	18 days
12 th and 13 th Year	19 days

14 th through 24 th Year	20 days
25 Years or more	25 days

Vacation Schedule for Employees Hired on or after June 1, 2010

(Length of continuous service)

2 nd through 9 th year	10 days
10 th through 15 th year	15 days
16 th year	16 days
17 th year	17 days
18 th year	18 days
19 th year	19 days
20 th year	20 days
21 st year plus	20 days

- b. During the first calendar year with the Borough, vacation time is calculated at the rate of .83 days for each full month of service from date of hire to a maximum of ten (10) days. Employees may not take vacation until the completion of their probation period. Employees hired after September 30th are not entitled to vacation in the calendar year in which they are hired.
- Employees covered under interlocal agreements or shared services shall receive vacation pursuant to individual contracts and/or agreements.
- c. Regular part-time salaried employees working 20 or more hours a week will receive a pro-rated vacation: From 1-5 years, 5 days. More than 5 years 10 days

- d. Vacation time must be taken by the end of the year. An employee may request in writing from his or her Department Head and Administrative Officer to take the unused portion by March 31st of the following year.
- e. An employee who voluntarily leaves borough employment will be entitled to payment for unused accrued vacation time for each full month of completed service.
- f. Vacation schedules shall be approved in advance by each department supervisor.
- g. In the event of employee retirement, resignation, termination or workforce reduction, an employee is entitled to vacation earned on a pro-rata basis. For example, an employee who leaves June 30 will be entitled to 50% of his vacation allotment. If an employee has used more than the amount of earned vacation, he will need to reimburse the Borough.

*Hourly employees are not entitled to vacation.

ARTICLE X PERSONAL DAYS

After satisfactory completion of the probationary period, regular full-time employees are eligible for up to three (3) working days off with pay each year for personal reasons, including the observance of religious holidays. Other than in emergency situations, personal days must be approved in advance by the Department Head. In the event of employee retirement, resignation, termination, or work force reduction, and at the end of each calendar year, any unused personal days are forfeited.

**ARTICLE XI
BEREAVEMENT LEAVE**

Employees are entitled to three days paid leave of absence for each death of an employee's immediate relative. "Immediate relative" includes spouse or significant other, civil union partner, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household.

**ARTICLE XII
HOSPITAL AND MEDICAL INSURANCE**

- A. The Borough agrees to continue the medical insurance, dental insurance, disability insurance, life insurance, and workers' compensation insurance coverage applicable to all other Borough employees.
- B. The Borough shall have the right to change carriers so long as the same, similar or better benefits are provided and the Borough gives the Union a minimum of thirty (30) days notice before implementing the new carrier. The Borough currently provides medical insurance and dental insurance through the New Jersey State benefit plans.
- C. All employees covered by this Agreement shall make such contributions toward the premium cost of the hospital and medical insurance coverage selected in accordance with such state statutes, regulations or laws as may be applicable during the term of this Agreement.

**ARTICLE XIII
SICK LEAVE**

A. Sick Leave Policy - Regular full time employees who have satisfactorily completed their probationary period are entitled to ten (10) working days of sick leave per calendar year. New employees earn .83 sick days per month in the first calendar year of employment. Unused sick days cannot be carried over to subsequent years. A paid work day is the standard work day for each department. Use of sick leave may be reported in one-hour increments. Sick leave is to be used only in cases where the employee is ill and unable to work, or in cases of the serious illness of a family member. Employees absent on sick leave for five or more consecutive working days must submit a doctor's verification of illness or injury. If an employee is attending to an immediate family member, including civil union partner, a doctor's verification of that individual's illness is required. After the tenth day of absence on sick leave in one calendar year, the Administrative Officer may require a doctor's verification to be submitted for all sick leave absences, regardless of duration. Prior to the return to work, the Municipality may require an employee to be examined by a physician designated by the municipality to verify fitness to return to normal duties. An employee will not be permitted to return to work until the verification is received.

In the event of employee retirement, resignation, termination, or work force reduction, and at the end of each calendar year, any unused sick days are forfeited.

B. Reporting Sick Leave - To report an absence an employee must notify his or her supervisor within one (1) hour of the usual reporting time except in those work situations where notice must

be made prior to the employee's starting time. Failure to notify a supervisor may be cause for the denial of the use of sick leave for that absence.

C. Verification of Sick Leave – Sick leave verification shall be in accordance with the terms of the Borough's Personnel Policy and Procedures Manual, as it exists as of the date of execution of this Agreement.

D. Patters of Abuse - Sick leave should not be used for purposes other than those described in this section. An employee who does use sick leave for other purposes shall be subject to disciplinary action up to and including termination.

Patterns may include, but are not limited to, taking one or two days repeatedly over a several month period, regularly exhausting paid sick leave before the middle of a calendar year, or using paid sick leave in order to delay the start or hasten the end of the workday.

Any employee who takes a sick day before and/or after a holiday, vacation, or inclement weather closure may be required to provide a doctor's verification.

ARTICLE XIV PAY AND SALARY RANGE

A. Pay Periods

Employees are paid bi-weekly on Friday. Should either of these days fall on a holiday, payday will be the last work day immediately preceding the holiday. All employees shall utilize the Borough's Time Recording System.

B. Overtime

The Borough shall comply with the provisions of the Fair Labor Standards Act.

C. Whistle Blower

The Borough shall comply with applicable law.

D. No Retaliation

The Borough shall comply with applicable law.

**ARTICLE XV
SALARIES AND COMPENSATION**

- A. Salaries and compensation effective January 1, 2010, January 1, 2011 and January 1, 2012 shall be as per Addendum "A".

**ARTICLE XVI
BULLETIN BOARD**

- A. One (1) bulletin board shall be made available by the Borough at each department location and one (1) additional location for a total of six (6) bulletin boards.
- B. These bulletin boards may be utilized by the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The Department Head or his representative may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

- C. All permanent part-time and full-time bargaining unit promotional opportunities and vacancies will be posted on the aforementioned bulletin boards for a minimum of three (3) work days. However, no liability will attach to the Borough for any neglect in this regard nor will this matter be subject to the grievance procedure.

Unit members shall be entitled to and interviewed for said positions provided they meet the minimum qualifications for same.

ARTICLE XVII
NO STRIKE PLEDGE

A. 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 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. The Union agrees that such action would constitute a breach of this Agreement.

B. In the event of a strike, work stoppage, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall entitle the Borough to take appropriate disciplinary action, including but not limited to discharge in accordance with applicable law.

C. The Union will actively discourage and Borough will take affirmative steps to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Borough.

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

**ARTICLE XVIII
NON-DISCRIMINATION**

A. There shall be no discrimination by the Borough or the Union against an employee on account of race, color, creed, sex, national origin, marital status, ancestry, sexual orientation, handicap or disability or service in the armed forces.

B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employee covered under this Agreement who are not members of the Union and shall not solicit membership in the Union or the payment of dues during working time.

ARTICLE XIX
DEDUCTIONS FROM SALARY

A. Upon presentation to the Borough of dues checkoff cards signed by individual employees, the Borough shall deduct from the salaries of all employees who are Union members and subject to this Agreement dues for the Union. Said monies together with records of any corrections shall be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough new authorization from its members showing the authorized deduction for each employee.

C. The Union will provide the necessary "check-off authorization" form and deliver the signed forms to the Borough 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 action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union to the Borough.

D. As to those employees covered under this Agreement who are not members of the Union and/or from whom payroll deductions for dues are not made under paragraph a of this Article, the Borough shall deduct from the salaries of such employees a representation fee in lieu of dues in the amount of eighty-five (85%) percent of the amount deducted from those employees who are

members of the Union, subject to the provisions of R.S. 34:13A-5.5, 5.6, 5.7 and 5.8 the Borough shall forward said representation fees in lieu of dues to the Union.

**ARTICLE XX
PERSONNEL FILE**

Employees covered by this Agreement shall be entitled to full access to inspect their personnel files or records kept by the Borough reflecting their history of employment within the Borough. Commencing from and after the date hereof, each employee covered by this Agreement shall be entitled to receive notice of any new information to be inserted in his or her personnel file, as well as the right to insert any responding and/or mitigating statement as he or she may desire.

**ARTICLE XXI
LEAVES OF ABSENCE**

Employees subject to this Agreement may be granted a leave of absence by the Borough for good cause for a period of up to six (6) months, which leave will not be unreasonably denied.

The parties agree that all provisions of New Jersey paid Family Leave Law are hereby deemed incorporated herein.

**ARTICLE XXII
JURY DUTY**

Employees who are required to participate in jury duty service shall be granted a leave for the purpose of such jury duty service. The Borough shall continue to pay to the employee his regular straight time pay less payment received for jury duty service.

**ARTICLE XXIII
UNION AS A PARTY IN INTEREST**

The Union shall require its members to comply with the terms of this Agreement. The parties

agree that the maintenance of a peaceable and constructive relationship between them and between the employer and the employees requires the establishment and cooperative use of the machinery provided for in this Agreement, and that it would detract from this relationship of individual employees or groups of employees would seek to interpret or enforce the Agreement on their own initiative or responsibility. No individual employee may initiate any arbitration proceeding or move to confirm or vacate an award.

ARTICLE XXIV
SEPARABILITY AND SAVINGS

- A. If any clause or provision of this Agreement is deemed illegal and/or invalid through a court decision or legislation, that clause or provision shall become null and void. All other clauses or provisions of this Agreement shall not be effected, and shall remain in full force and effect.
- B. If any clause or provision of this Agreement is deemed illegal and/or invalid, the Borough and the Union, upon the request of either party, shall meet and discuss the clause or provision in question. Neither the Borough nor the Union shall be obligated to agree to a modified, alternate, or replacement clause or provision.

ARTICLE XXV
FULLY. BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject to negotiations

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. The Union and the Borough, for the life of this Agreement, voluntarily and unqualifiedly waive all bargaining rights, and each party agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

D. This Agreement may be modified in whole or in part by the parties by an instrument, in writing only, executed by both parties.

E. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The parties, for the life of this Agreement, hereby waive any rights to request or negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

**ARTICLE XXVI
DURATION**

A. This Agreement shall become effective as of January 1, 2010 and shall terminate on December 31, 2012. If either party desires to change this Agreement, it shall notify the other party in writing at least sixty (60) days prior to the expiration of this Agreement of proposed changes. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

UNITED PUBLIC SERVICE
EMPLOYEES UNION

BOROUGH OF ALLENDALE
BERGEN COUNTY, NEW JERSEY

Kevin E. Boyle, Jr., President

James Gangale, Regional Director
