

AGREEMENT

BETWEEN

BOROUGH OF HALEDON

And

LOCAL 74

SEIU AFL-CIO

JANUARY 1, 2004 through DECEMBER 31, 2005

Law Offices of:

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PREAMBLE AND RECOGNITION

A. This Agreement, entered into this 20th day of May 2004 by and between the Borough of Haledon in the County of Passaic (hereafter called the "Employer"), and SEIU Local 74 duly appointed representative (hereafter called the "Union"), represents the complete and final understanding on all bargainable issues between the Employer and the Union.

B. The Borough hereby recognizes the Union as the sole and exclusive bargaining agent for all Police Department Dispatchers employed by the Borough in the areas of pay, wages, hours of work, benefits and other negotiable terms and conditions of employment.

ARTICLE I

MANAGEMENT RIGHTS

A. The following is subject to this agreement and any future changes, implementations or promulgations of rules, regulations or procedures are subject to the requirements of applicable law. Any such changes, implementation or promulgations will be fully disclosed with the union prior to their effective dates and negotiated where required.

B. Borough of Haledon 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 constitutions 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, facilities, and 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 rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order,

safety and/or the effective operation of the Police Department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Borough.

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

6. Nothing contained herein shall prohibit the Borough from contracting out any work.

7. To lay off employees in the event of lack of funds or other conditions whether continuation of such work would be inefficient and nonproductive.

8. Random drug test employees at any time in the overall police pool.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, code of Conduct as contained within the rules and regulations of the Police Department and practices in the furtherance therewith, and the use of judge and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and hereby in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A:1-1 et.seq. or any national, state, county or local laws or regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Borough on behalf of the taxpayers and that the Borough cannot

bargain away or eliminate any of its managerial rights. No grievance may proceed beyond Step Four herein unless it constitutes a controversy arising over the application or alleged violation of negotiable terms and conditions of employment.

ARTICLE II

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, 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 absence in whole or in part, from the full, faithful and proper performances of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Employer.

B. 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 or from supporting any such activity by any other employee or group of employees of the Employer and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

C. The Employer agrees not to lock out its employees.

ARTICLE III

GRIEVANCE PROCEDURE

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

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

C. With regard to the employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, implementation, application or violation of this Agreement. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions 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 Union shall institute written action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of Police for the purpose of resolving the matter informally. The written grievance at this Step shall contain the relevant facts and a summary of any preceding oral discussion, the applicable

Section of the contract violated, and the remedy requested by the grievant. The Chief of Police or his designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance. Failure to act in writing within said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If the Union wishes to appeal the decision of the Police Chief, such appeal shall be presented in writing to the Mayor and Council or designee within ten (10) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor and Council or designee shall respond in writing, to the grievance within thirty (30) calendar days of the submission.

Step Three: Within ten (10) work days, exclusive of designated holidays and Saturdays and Sundays of the Step 2 decision, the Union may apply to the Public Employment Relations Commission (PERC) for binding arbitration. Alleged violations of this Agreement may be submitted to arbitration. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously, with application to PERC, the Union will send notice to the Employer of its arbitration petition.

a. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.

- b. The decision of the Arbitrator shall be binding upon the Employer and the Union and the employee.
- c. The parties may direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- d. The costs for the services of the Arbitrator shall be borne equally by the Union and the Borough. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.
- e. The Arbitrator shall be bound by the provisions of this Agreement and the constitutions and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, or detract from in any way the provisions of this Agreement or of any amendment or supplement thereof.
- f. Only one (1) grievance may be submitted to the same arbitrator.

E. Upon prior notice and authorization of the Police Chief, the designated Union representative shall be permitted as a member of the Grievance Committee to confer with employees and the Employer 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 Employer 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 the 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 a 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 proceeding with the grievance at any step in the grievance procedure.

ARTICLE IV

SALARIES AND LONGEVITY

A.

Steps	<u>2004 – 3.25%</u>	<u>2005 – 3.5%</u>
1	\$20,913	\$21,645
2	\$24,078	\$24,921
3	\$27,242	\$28,196
4	\$30,407	\$31,471
5	\$33,571	\$34,746
6	\$34,071	\$35,263
7	---	\$35,763

B. Employees hired after January 1, 1988 shall not be eligible for longevity.

ARTICLE V

OVERTIME

A. Overtime shall be paid for all work performed in excess eight (8) hours per day or forty (40) hours per week at the rate of one and one-half (1-1/2) times the computed hourly rate. Full-time employees shall not be paid overtime until said employee shall have worked the hours specified above.

B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the immediate supervisor. The reasons for the granting of overtime shall be noted and certified by the Chief of Police or designee.

C. Overtime shall be computed and payment made on the following basis:

1. Fifteen (15) minutes or less - No pay.
2. Sixteen (16) through thirty (30) minutes - half (1/2) hour pay.
3. Thirty-one (31) through sixty (60) minutes - one (1) hour pay.

D. Working hours and daily schedules of employees will be arranged to fit the needs of the Borough. There is no guarantee of overtime hours. Employees will be required to work Overtime and during non-scheduled periods when the necessities of the Borough demand such work. In administering the requirement to work overtime, the Borough will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

ARTICLE VI

VACATIONS

A. Full-time permanent employees shall be granted vacation leave, with pay, each year, in accordance with the following schedule.

1. From one (1) year of service to completion of two (2) years - one (1) week.

2. From completion of two (2) years of service to completion of eight (8) - two (2) weeks.

3. From completion of eight (8) years of service to completion of fifteen (15) - three (3) weeks.

4. From completion of fifteen (15) years completion of twenty (20) years - four (4) weeks.

5. Completion of twenty (20) years - five (5) weeks.

B. Employees will not be allowed to carry over accumulated vacation days into the next calendar year without the written consent of the Police Chief.

C. Any employee who is on a leave of absence (i.e., injury leave or workers compensation or unpaid leave) shall have his vacation leave for the year prorated for the time absent.

D. Changes in the scheduling of vacations will not be permitted without the prior approval of the Police Chief or designee.

E. If, for any reason, an employee's vacation is canceled or not taken as scheduled, the vacation may be rescheduled pending approval of the Department Head and employee.

F. When an employee requests permission to use an individual vacation day or part thereof such request shall be submitted at least five (5) days in advance and shall be granted at the discretion of the Chief, which approval shall not be unreasonably withheld.

ARTICLE VII

SICK LEAVE

A. Policy

Sick leave shall mean paid leave that shall be granted to an employee who:

1. Through sickness or injury becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of the employee's position;
2. Is quarantined by a physician because the employee has been exposed to a contagious disease;

B. Eligibility

Each full-time employee shall be eligible for sick leave. The Chief of Police shall notify each employee at the time of hiring as to eligibility for sick leave.

C. Amount of Leave

1. Each full-time employee who is eligible for sick leave shall receive twelve (12) days per calendar year earned on a monthly basis (1 day per month).
2. Sick days shall not be charged for a scheduled holiday occurring during extended sick leave.

D. Reporting

1. If an employee is absent from work for reasons that entitle him/her to sick leave, the department head or supervisor shall be notified within two (2) hours of starting time, or a reasonable time in the case of an emergency, on each day of absence.
2. The employee reporting sick leave shall notify the supervisor of:
 - a. The nature of the illness;
 - b. The telephone number where they may be contacted during

sick leave;

c. . The expected duration of sick leave, if known.

3. The supervisor shall record this information on the appropriate sick leave form.

4. Failure to notify the Chief of Police or supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for progressive disciplinary action.

E. General

1. Habitual absenteeism may be cause for progressive discipline up to and including discharge.

2. During protracted periods of illness or disability of an employee, the Chief of Police may require interim reports on the condition of the patient from the attending physician and/or a Borough medical physician.

3. The Chief of Police reserves the right, in such cases where there is a difference of professional opinion, to require the employee to submit to an examination by a third doctor. The Employee will submit the bill to the insurance company and the Borough will pay the difference.

4. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

a. No employee shall be allowed to work and endanger the health and well-being of other employees and, if the employee's condition warrants, the employee may be directed to the Township physician for an opinion as to fitness for duty

subject to the same conditions as E.3.

b. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee under medical care fails to carry out the orders of the attending physician.

2. When the employee does not report to the Borough medical physician, as directed.

3. Once sick leave is exhausted, an employee may be eligible to receive state or federal disability payments, including Social Security. Any employee applying for, disability benefits is required to furnish proof of application to the Township, along with proof of receipt or denial of such benefits.

F. Sick Leave Confinement Restriction

If an employee is absent for reasons that entitle the employee to sick leave or the employee is on workers compensation leave because of an injury sustained during his/her employment, the employee shall remain at his/her place of confinement during the period in which he/she is scheduled for work on the day(s) in question, with the following exceptions:

1. To report for medical attention, doctor's office or hospital.

2. To engage in the exercise of his/her right to vote or attend religious services.

3. If an emergency necessitates his/her absence.

4. The supervisor may visit the employee who is on sick leave or workers compensation leave at his/her residence or place of confinement. Such visits

shall be recorded on the sick leave form.

5. The supervisor may telephone the employee who has reported on sick leave or is on workers compensation leave at his/her place of confinement during the scheduled workday(s).

G. Leave of Absence as a Result of Injury in the Line of Duty.

When an employee covered under sick leave policy is injured in the line of duty, the Borough shall provide the employee with a leave of absence for up to six (6) months with take home pay equal to that which would be provided to the employee if the employee continued working at regular pay without overtime, holiday, or other pay. When such action is taken, the employee shall not be charged any sick leave for time lost due to such particular injury.

ARTICLE VIII

FUNERAL LEAVE

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral or from the day of the funeral, but in no event shall said leave exceed three (3) calendar days.

B. The "immediate family" shall include only spouse, brother, sister, parents, son, or daughter, in-laws, grandparents, and grandchildren.

C. Reasonable verification of the event may be required by the Borough.

ARTICLE IX

INSURANCE

- A. The Borough shall continue a dental plan and major medical and hospitalization insurance coverage in effect at the end of 2001.
- B. Prescription Plan – shall be \$5.00 generic, \$10.00 brand name.
- C. Optical Plan – Employee shall submit expenses and be reimbursed up to \$175.00 annually per employee and dependent.

ARTICLE X

HOLIDAY AND PERSONAL DAY

A. Number of Holidays - There shall be thirteen (13) days per year:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
President's Birthday	Veteran's Day
Good Friday	Election Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving Day
Christmas	

B. Any employee who is on a leave of absence (i.e., injury leave workers compensation or other unpaid leave) shall not be eligible for paid holidays which fall during the employee's leave of absence (i.e., injury leave, workers compensation, or other unpaid leave).

C. Employees shall be entitled to four (4) personal days that may be used for celebrating a birthday or attending to special business. Employees shall give forty-eight (48) hours advance notice to Chief of Police of any intention to take a personal day. Employees hired after January 1, 2004 shall be entitled to two (2) personal days during first year of service, three (3) days during the second year and four (4) days during third year of service.

ARTICLE XI

UNIFORMS

A. The Borough shall pay to each employee by separate check, the sum of three hundred (\$300.00) dollars and (\$350.00 in 2005) per year as clothing allowance. Said payment to be made in July of each year of this contract. Effective January 1, 2005 employees shall be paid one-half on May 15 and one-half on November 15th of each month.

B. The employee understands that the sum of three hundred (\$300.00) dollars and (\$350.00 in 2005) is the full extent of the clothing allowance to be provided by the Borough in each year of this contract and employees agree to purchase the necessary required work clothes even if said purchases exceed this amount.

ARTICLE XII

SENIORITY

Seniority shall be determined by employee's length of service as a Borough Employee. Seniority shall rule in matter of vacations, holidays, and personal time. Vacation picks shall be made by March 31st. Any selections after that date will not be decided on seniority basis.

ARTICLE XIII

DISCRIMINATION AND COERCION

A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin or political affiliation.

B. The Employer and the Union agree that all employees covered under the Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE XIV

PROBATIONARY PERIOD

All employees hired during the term of this Agreement shall serve a probationary period of six (6) months from the date of hire. During this probationary period, the Employer reserves the right to terminate a probationary employee for any reason. A probationary employee if terminated shall not have recourse through the grievance procedure set forth in this Agreement.

ARTICLE XV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and existing, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVI

DEDUCTIONS FROM SALARY

A. Effective upon the signing of this Agreement, 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 123, Public Law of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Borough treasurer during the month following the filing of such card with the Borough.

C. 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 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 the letterhead of the Union and signed by the President of the Union or designee advising of such changed deduction.

D. The Union will provide the necessary check-off authorization form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Borough Treasurer.

E. Any such written authorization may be withdrawn pursuant to statute by the filing of notice of such withdrawal with the Borough Treasurer. The filing of notice withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. 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 as furnished by the Union to the Borough, or in reliance upon the official notification on the letterhead of the Union and signed by the president of the Union advising of such changed deduction.

ARTICLE XVII

JURY LEAVE

Any permanent full-time employee who is subpoenaed for jury duty as certified by the Clerk of the Court shall be paid by the Borough his/her daily rate of pay. The employee shall notify the Department Head upon receipt of a summons for jury duty. If an employee is dismissed prior to 2:00 p.m., the employee will be obligated to return to work that day in order to receive pay for that day assuming 8-4 day. The Borough will not be obligated to pay an employee under the provisions of this Agreement if he/she volunteers for such court duty.

ARTICLE XVIII

FULLY-BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XIX

DURATION

This Agreement shall be in full force and effect as of January 1, 2004 to and including December 31, 2005 without any reopening date. The parties agree to commence negotiation for 2006 upon ninety (90) days in advance and written notification from the Union.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Haledon, New Jersey on this 20th day of May, 2004.

LOCAL 74 SEIU AFL-CIO

BOROUGH OF HALEDON

By: 



