

**COLLECTIVE BARGAINING AGREEMENT**

**BOROUGH of PARAMUS  
BERGEN COUNTY, NJ**

**and**

**PARAMUS SUPERVISORY EMPLOYEES ASSOCIATION**

**January 1, 2017 through December 31, 2019**

## TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	4
ARTICLE I -RECOGNITION	5
ARTICLE II- PROBATIONARY PERIOD	6
ARTICLE III - MISCELLANEOUS	7
ARTICLE IV - OPEN DOOR POLICY	8
ARTICLE V - MANAGEMENT RIGHTS	9
ARTICLE VI - NO STRIKE	10
ARTICLE VII - CONTINUED WORK OPERATIONS	11
ARTICLE VIII - DUES CHECKOFF AND INDEMNIFICATION	12
ARTICLE IX - REPRESENTATION FEE	13
ARTICLE X - GRIEVANCE PROCEDURES	15
ARTICLE XI -TRANSFERS — ASSIGNMENTS — NEW POSITIONS	19
ARTICLE XII -WAGES	20
ARTICLE XIII - HOLIDAYS	21
ARTICLE XIV - VACATIONS	22
ARTICLE XV - INSURANCE BENEFITS	24
ARTICLE XVI - SICK LEAVE, SERVICE CONNECTED INJURIES AND TERMINAL LEAVE	25
ARTICLE XVII - BEREAVEMENT LEAVE	27
ARTICLE XVIII - PERSONAL DAYS	28
ARTICLE XIX - MILITARY LEAVE	29

ARTICLE XX - JURY DUTY	30
ARTICLE XXI - MATERNITY AND PATERNITY LEAVE	31
ARTICLE XXII - UNPAID LEAVES OF ABSENCE	32
ARTICLE XXIII - NON-DISCRIMINATION	33
ARTICLE-XXIV- BULLETIN BOARD	34
ARTICLE XXV - ASSOCIATION BUSINESS	35
ARTICLE XXVI - SEPARABILITY AND SAVINGS	36
ARTICLE XXVII - SHOE ALLOWANCE	37
ARTICLE XXVIII - LONGEVITY	38
ARTICLE XXIX - DISCIPLINE	39
ARTICLE XXX - COURSE REIMBURSEMENT	40
ARTICLE XXXI - BOROUGH VEHICLE POLICY	41
ARTICLE XXXII - INDEMNIFICATION	42
ARTICLE XXXIII - HOURS OF WORK	43
ARTICLE XXXIV - PERFORMANCE EVALUATION INCENTIVE PLAN	44
ARTICLE XXXV - TERMS OF AGREEMENT	45
APPENDIX A - PARAMUS PEA SUPERVISORS	46

**PREAMBLE**

THIS AGREEMENT is made effective January 1, 2017, by and between the  
BOROUGH OF PARAMUS, in the County of Bergen, State of New Jersey, a public employer of  
the State of New Jersey (hereinafter the "Borough"), and the PARAMUS SUPERVISORY  
EMPLOYEES ASSOCIATION (hereinafter the "Association.")

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**ARTICLE I**  
**RECOGNITION**

The Borough recognizes the Association as the exclusive representative for the purpose of the collective negotiations with respect to the terms and conditions of employment of all regular supervisory employees employed by the Borough in accordance with PERC certification RO-98-37, excluding all non-supervisory employees, confidential employees, managerial executives, and employees covered by other collective negotiation agreements, police, craft employees, and all other employees of the Borough. The PSEA Titles in the Association include:

Building Department Director, Director of Fire Prevention Bureau/Chief Fire Inspector, Deputy Treasurer, Director of Emergency Preparedness, Superintendent of Public Works, Assistant Superintendent DPW, Golf Manager/ Superintendent, Assistant General Manager/Superintendent Golf, Health Officer/Director, Recreation Director, Assistant Recreation Director, Director of Senior Citizens Center, Shade Tree & Parks Superintendent, Assistant Superintendent Shade Tree and Parks, Tax Assessor, Communications Director, Assistant Communication Director, Tax Collector, Assistant Tax Collector, Qualified Purchasing Agent, Director of Senior Citizens.

## ARTICLE II

### PROBATIONARY PERIOD

Following an appointment to a full-time position of employment in the PSEA, employees shall be probationary employees for a six (6) month period. Any employee may be dismissed by the Borough during the probationary period without recourse to any grievance or arbitration procedure under this Agreement.

FC  


**ARTICLE III**  
**MISCELLANEOUS**

- A. In all references to any parties, persons, entities, or corporations, the use of any particular gender or the plural or singular number shall be deemed to refer to and include the appropriate gender or number, as the test may require.
- B. All pay and benefits due the employee shall, upon the employee's death, be paid to his/her estate.

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**ARTICLE IV**

**OPEN DOOR POLICY**

- A. Nothing in this Agreement shall prohibit any employee from discussing any matters of interest with the Borough representatives at meetings mutually set up for the purpose of fostering communications between employees and management.
- B. The Association and Borough hereby acknowledge that such meetings as described in Paragraph A above are not meant to circumscribe the grievance procedure herein, nor are they meant as a substitute for collective bargaining.
- C. Advance notice of such meetings shall be provided to the Association.

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## ARTICLE V

### 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 and after 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 and its properties and facilities and the activities of its employees.
2. To hire all employees and to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good cause.
4. To establish a code of rules and regulations of the Borough for the Operation of the Borough.

B. Nothing contained herein shall be considered to deny or restrict the Borough in its exclusive right to administer the Borough and control the work of its personnel, nor, deny or restrict the Borough in any of its rights, responsibilities and authority under N.J.S.A., 40, 40A, 11A or any other national, state or other laws or ordinances.

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**ARTICLE VI**

**NO STRIKE**

A. It is recognized that the need for continued 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.

B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Association, its officers, members, agencies, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, lock-outs, mass resignations, mass absenteeism, or other actions which would interfere with the normal operation of the Borough.

PL  


**ARTICLE VII**

**CONTINUED WORK OPERATIONS**

A. Neither the Association nor any of its members shall engage in any job action, strike, work stoppage, sit down, slow down, sick call action, boycott, or any other interference with the operations of the Borough during the term of this Agreement. The Association agrees that it will use its best efforts to prevent acts forbidden herein on the part of its employee or group of employees and, in the event any such acts by an employee take place, the Association agrees to use its best efforts to cause immediate cessation thereof.

B. The Borough will not engage in any lockout of employees covered by this Agreement.

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## ARTICLE VIII

### DUES CHECKOFF AND INDEMNIFICATION

- A. Upon receipt of proper written authorization, the Borough shall deduct Association dues on a pro rata basis and shall remit monies collected to the Association once each quarter.
- B. The Association agrees to indemnify, defend and hold and save the Borough harmless from any causes of action, demand, claim, suit, loss, damage or any other liability that shall arise out of or by reason of action taken under this clause.
- C. If the rate of dues should change, the Association shall provide the Borough with ninety (90) days advance notice of such change.
- D. All deductions under this Article shall be subject to Chapter 233, N.J. Public Laws of 1969, N.J.S.A., (R.S.) 52:14-15.9(e).
- E. Assignees shall have no right or interest whatsoever in any money authorizedly withheld until such money is actually paid over to them. The Borough or any of its officers and employees shall not be liable for any delay in carrying out such deductions by mail to the assignees' last known address. The Borough and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

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**ARTICLE IX**

**REPRESENTATION FEE**

A. This Article shall not apply to any employees who were hired prior to or on August 12, 1982. With respect to said employees, they are covered herein under Paragraphs B and E only.

B. Any employee currently employed or hired in the future shall have the right to join the Association.

C. If any covered employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

D. Prior to the beginning of each membership year, the Association will notify the Borough in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

E. 1. Once during each year covered in whole or in part by this Agreement, the Association will submit to the Borough a list of those employees who have not become members of the Association for that year. The Borough will deduct from the salaries of such employees, in accordance with Subparagraph 2 below, the full amount of the representation fee and will transmit the amount so deducted to the Association.

2. The Borough will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with a first paycheck paid:

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- a. within thirty (30) days after receipt of the aforesaid list by the Borough; or,
  - b. thirty (30) days after the employee begins his/her regular full-time employment in a bargaining unit position.
3. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
  4. The Association will notify the Borough in writing of any change in the list provided for in Subparagraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than thirty (30) days after the Borough received said notice.
  5. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the Association on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Borough may immediately cease making such deductions.
  6. The Association shall make a copy of the demand and return system and revisions available to the Borough.
  7. The Association shall indemnify, defend and save the Borough harmless from any claims raised against it by an employee as a result of fulfilling its obligations under this Article, including but not limited to paying actual attorneys fees and/or legal damages.

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**ARTICLE X**  
**GRIEVANCE PROCEDURES**

**A. DEFINITIONS**

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies or administrative decision affecting the terms and conditions of employment or the express terms of this Agreement, and may be raised by an individual unit employee, a group of unit employees, or the Association, at the request of such individual or group (hereafter the "grievant").

**B. PURPOSE**

1. The purpose of this grievance procedure is to secure an equitable solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall bypass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time period provided shall constitute an absolute bar to relief and shall stop the grievant from prosecuting his/her grievance in any forum thereafter. The instant grievance procedure constitutes the sole and exclusive method for raising and disposing of controversies within the definition of the term.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate management personnel.

**C. PROCEDURE**

1. Step One — Borough Administrator

a. A grievant must file his/her grievance in writing with the Borough



Administrator within ten (10) days of the occurrence of the matter complained of. A copy of same shall be provided to the Association Grievance Chairman and the Borough Council Chairman of Negotiations.

- b. The written grievance must identify the grievant by name and be signed by him and the Association Grievance Chairman. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of all Borough representatives whose action or failure to act forms the basis of the grievance, the specific contract provision, if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant.
- c. The Borough Administrator shall investigate and render a written response, which shall be given to the grievant within ten (10) working days from the receipt of the grievance.

2. Step Two - Mayor and Council

In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the Borough Administrator has not served a timely written response at Step One then within five (5) working days after the response date set forth in Step One the grievant may present the written grievance and any written response received at Step One to the Mayor and Council or its designee. Upon receipt of the grievance by the Mayor and Council or its designee, a meeting shall take place within thirty (30) days and the response shall be given within twenty (20) days thereafter.

3. Step Three

The parties agree that in the event the last step of this procedure is not satisfactorily resolved, the





Association may, within twenty (20) days, request that binding arbitration be instituted by serving said request upon the Borough and upon the New Jersey Public Employment Relations Commission. The parties agree to be bound by the Rules and Regulations of the Commission regarding grievance arbitration.

- a. The decision of the arbitrator shall be in writing and shall set forth reasons for such decision.
- b. The arbitrator shall decide only the single grievance submitted to him unless the parties, by mutual consent, have agreed to submit multiple grievances to the same arbitrator.
- c. The arbitrator's decision shall be final and binding upon all parties.
- d. The costs of the arbitrator shall be borne equally by both parties. Any other costs shall be borne by the party incurring the same.
- e. Should either party request a transcript of the hearing, the cost of same shall be borne by the requesting party. Should both parties agree to receive a copy of the transcript, then the cost shall be borne equally by the parties.

D. The time limits expressed herein shall be strictly adhered to. Any grievance which is not forwarded to the next step by the Association or individual within the specified time period shall be deemed abandoned. Any grievance which is not answered by the Borough or its agents within the specified time period shall be deemed denied and may proceed to the next step. Nothing contained herein shall prevent the parties from mutually agreeing to extend the time limits for processing the grievance at any step in the procedure.

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E. Nothing contained herein shall prevent an employee from filing his/her own grievance and representing himself/herself at all internal steps within the grievance procedure. The Association must, however, be informed by the Borough of any such meeting and shall have the right to be present at said meeting in order to present the Association's position. At no time, however, shall any individual be permitted to process his/her own grievance to arbitration. This may be done only by the Association.

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**ARTICLE XI**

**TRANSFERS - ASSIGNMENTS - NEW POSITIONS**

- A. Employees may be temporarily reassigned, without loss of pay or benefits, by the Borough to alternate positions for which they are qualified to meet emergent situations.
- B. In the event a position is eliminated by the Mayor and Council, this Article will not apply.
- C. In the event a new position is created by the Mayor and Council, the salary shall be negotiated with the Association.

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## ARTICLE XII

### WAGES

- A. Effective January 1, 2017 through December 31, 2017, there shall be a 2% wage increase.
- B. Effective January 1, 2018 through December 31, 2018, there shall be a 2% wage increase.
- C. Effective January 1, 2019 through December 31, 2019, there shall be a 2% wage increase.
- D. Any employee hired after September 1<sup>st</sup> of any year will not receive any increase as of the start of the following calendar year, but such employee shall be entitled to a raise on the first of January following his/her anniversary date.

In addition to article XII , Wages; section a through d, PSEA members are entitled to additional compensation in accordance to ordinance 16-21, Chapter 121 of the Code of the Borough of Paramus titled (Salaries and Compensation) See Appendix A



**ARTICLE XIII**

**HOLIDAYS**

A. For each year of this Agreement, employees shall be entitled to the following paid holidays:

New Years Day	Labor Day*
Martin Luther King	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day *	Day after Thanksgiving
Independence Day *	Christmas Day

B. An additional one-half (1/2) day will be provided on Christmas Eve and New Year's Eve if those days fall on the employees' regularly scheduled work day.

C. Holidays falling on Saturday shall be celebrated on the preceding Friday and holidays falling on Sunday shall be celebrated on the following Monday. In the case of those employees regularly working other than Monday through Friday, holidays falling on their regular day off shall be celebrated on their next following regular work day. Supervisors shall observe the same holidays as their employees.

D. The holidays marked above with an asterisk shall not be granted to Golf Course Personnel on those specific days. Such employees shall, in lieu of these holidays, be granted an equal number of personal holidays which may be scheduled subject to Mayor and Council approval.



## ARTICLE XIV

### VACATIONS

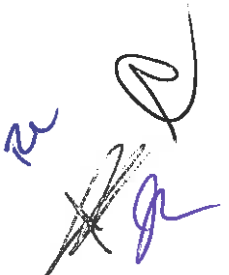
A. Vacations shall be provided to members of the bargaining unit who were hired or promoted to PSEA management titles prior to December 31, 2010, including lateral transfers within the PSEA unit who were in the unit prior to December 31, 2010, in accordance with the following schedule:

1. During the first calendar year, one (1) week for every quarter of employment to a maximum of four (4) weeks.
2. Years one (1) through completion of year fourteen (14) – four (4) weeks.
3. Years fifteen (15) through completion of year twenty-four (24) – five (5) weeks.
4. Year twenty-five (25) – five (5) weeks + one (1) day.
5. Year twenty-six (26) – five (5) weeks + two (2) days.
6. Year twenty-seven (27) – five (5) weeks + three (3) days.
7. Year twenty-eight (28) – five (5) weeks + four (4) days.
8. Year twenty-nine (29) – six (6) weeks.

B. For employees hired or promoted to PSEA titles on or after December 31, 2010, the vacation schedule shall be as follows:

1. During the first calendar year, one (1) week for every quarter of employment to a maximum of four (4) weeks.
2. Subsequent to the first calendar year of employment, a total of four (4) weeks.

C. Vacation entitlement shall be calculated on a calendar year basis and shall be based upon the portion of the previous year in which the employee was actively employed by the Borough.



- D. Vacation must be taken by no later than March 31st of the succeeding calendar year unless, due to the request of the Borough or the employee, it may be deferred by Mayor and Council approval. In that event, it may be deferred to the next succeeding December 31st only.
- E. Scheduling of all vacations shall be at the discretion of the Borough.
- F. Pay for vacation periods consist of regular base pay.
- G. Procedural aspects of vacation scheduling shall be as determined by the Borough.
- H. Employees who accrue in excess of twenty (20) vacation days under this article are eligible to be reimbursed for the excess days. For example, an employee with twenty-eight (28) vacation days may be reimbursed a maximum of eight (8) days. The maximum reimbursement shall be for ten (10) days. Vacation days which are permitted to be carried over into the next year shall not be counted toward any reimbursement; in other words, reimbursement is only for excess days accrued in the same calendar year. Paramus reserves the right not to reimburse for excess days and PSEA acknowledges that reimbursement is at the discretion of Paramus. The Borough will not unreasonably deny reimbursement.

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## ARTICLE XV

### INSURANCE BENEFITS

- A. The Borough reserves the right to change carriers at its option, provided that equivalent benefits are maintained and that there has been consultation with the Association.
- B. The Borough shall continue to pay for full family hospitalization insurance for full time employees and determined by NJPERS
- C. Pursuant to N.J.S.A. 40A:10-23, employees having worked for the Borough of Paramus for at least twenty-five (25) years shall, upon retirement, receive full family hospitalization insurance paid in full by the Borough.
- D. The Borough agrees to provide, at no cost to the employee, a family dental plan, namely Delta Dental Plan 11-B with child orthodontic coverage.
- E. The Borough agrees to furnish to each employee, spouse and family, the Borough Vision Plan. Said plan provides for selection of a doctor of their own choice subject, however, to reimbursement in accordance with a schedule made a part of the plan. The maximum payment per employee family per year is \$500 in 2017, \$750 in 2018 and \$1,000 in 2019.
- F. The Borough shall furnish to each employee a Prescription Plan which shall consist of the same plan as negotiated by the Borough with Teamster Local 97 of N.J.
- G. New Jersey P.L. 2011, c.78 is fully incorporated into this collective negotiations agreement. The provisions of c.78, including N.J.S.A. 40A:10-21.1, shall survive in this collective negotiations agreement even if c.78 expires or is repealed and shall be a mandatorily negotiable term and condition.





## ARTICLE XVI

### SICK LEAVE, SERVICE CONNECTED INJURIES AND TERMINAL LEAVE

- A. Employees who are temporarily unable to work by reason of injury or illness which does not result or arise from their employment with the Borough shall nevertheless be entitled to receive compensation in the form of full paid sick leave. Each PSEA employee is entitled to unlimited sick leave. Abuse of this provision will result in termination.
- B. As a condition of sick leave, the Borough may require a doctor's note from an employee who has been sick for three (3) consecutive days or has shown a pattern of abuse as to the employee's incapacity for duty. The Borough may also require the employee to provide written certification from the attending physician as to the employee's fitness to return to duty. Should the Borough require a doctor's note when the employee has not been treated or is not being treated by a physician, the cost of the visit will be the responsibility of the Borough.
- C. An unwarranted claim by an employee of sick leave privileges shall be grounds for disciplinary action against such employee.
- D. If an injury is suffered by an employee that is determined to be compensable under the Workers' Compensation Law of the State of New Jersey, the Borough shall continue such employee's full pay as the employee continues to receive temporary disability benefits for a period not exceeding one (1) year. Payment made to any employee of Workers' Compensation as temporary disability benefits shall be deducted from any salary payments made by the Borough under the provisions of this section or, if the Borough has made such full salary payments prior to receipt of the temporary disability payments by the employee, the employee shall assign or pay said benefits to the Borough when they are received. It is understood that the intent of this

paragraph is that no employee shall receive less than full pay while suffering from a compensable temporary disability, but that no such employee shall receive more than full pay for such a period of time lost, excluding the employee's personal insurance programs.

1. If an employee injures himself in the course of employment by the Borough by which he is entitled to receive temporary disability benefits under the New Jersey Workers' Compensation Act, the Borough shall pay the employee injured his/her full and usual pay while the said employee is receiving temporary disability benefits.

2. The employee agrees to pay to the Borough the full amount of all temporary disability benefits received from the Workers' Compensation Insurance company carrier, representing temporary disability payment for all weeks during which the Borough has paid to the employee full pay while said employee has been unable to work as a result of a compensable injury incurred in the course of employment.

3. Said employee shall further cooperate fully with the Workers' Compensation Insurance carrier in order to avoid any suspension of delay in receipt of any temporary Workers' Compensation disability benefits.

4. Any suspension or delay in the receipt of the temporary disability benefits caused by the employee shall be reason for the Borough to discontinue the payment of the employee's full salary under this Agreement.

5. The employee hereby authorizes the Borough's Workers' Compensation Insurance carrier to forward all payments of temporary disability payments directly to the Borough so that the check or draft may be endorsed over to the Borough by the employee immediately.

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**ARTICLE XVII**

**BEREAVEMENT LEAVE**

A. Employees shall receive up to five (5) consecutive days leave with no loss of straight time pay, which may be taken in the event of the death of a member of the immediate family and which must be taken between the date of death and the day of the funeral. In those religions where custom dictates, a period of mourning may be observed for no more than five (5) consecutive days.

B. The immediate family includes only the employee's spouse, parents, children, grandchildren, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, or other relatives residing (as a normal member of the household) with the employee.

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**ARTICLE XVIII**  
**PERSONAL DAYS**

A. Three (3) days per calendar year, which will not accumulate if unused, may be taken by employees for personal reasons to conduct business or tend to affairs which cannot be accomplished during non-working hours.


B. Personal days shall be granted only if the normal work operation will not be affected thereby.

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**ARTICLE XIX**

**MILITARY LEAVE**

Military leave shall be provided in accordance with applicable law.

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## ARTICLE XX

### JURY DUTY

- A. Employees called for jury duty shall be granted leave with straight time pay less any compensation they may receive for attending required jury duty.
- B. If an employee is required to serve on jury duty, such employee shall be required to notify the Mayor and Council in advance and report for their regularly assigned work on the calendar day immediately following their final discharge from jury duty. If discharged from jury duty prior to the end of the work day, the employee shall report for work for the duration of the work day, unless excused by the Mayor and Council.
- C. If there is a change in the originally established jury duty leave, the employee must notify the Mayor and Council to make the necessary arrangements to return to work; otherwise, the employee shall receive no pay from the Borough.
- D. Employees are expected to cooperate with the Borough and report to work when possible. The Mayor and Council must be notified in advance of any day that they are not required to report for jury duty.
- E. Jury duty, on an unscheduled work day, shall not be paid for by the Borough.



## ARTICLE XXI

### MATERNITY AND PATERNITY LEAVE

- A. An employee with one (1) year or more of service shall be granted, by a thirty (30) day notice, maternity or paternity leave without pay for up to twelve (12) months duration, and shall be returned to work without loss of seniority and longevity provided that the employee notifies the Borough Administrator and/or the Governing Body's Labor Negotiating Committee Chairperson no later than after six (6) months of leave that he/she intends to return. Longevity and seniority, however; shall not accrue during such leave.
- B. The employee, at his/her discretion, may use vacation time or personal days before being taken off the payroll. Such time shall be part of the twelve (12) months. Upon return from such maternity or paternity leave, the employee shall be returned to work in a comparable position at a comparable rate of pay except when reduction in force has occurred.
- C. Payment of insurance coverage during such leave shall comply with the NJ and Federal Family Leave Acts.

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## ARTICLE XXII

### UNPAID LEAVES OF ABSENCE

- A. An employee may be granted a leave of absence without pay upon his/her request, at the discretion of the Borough.
- B. An employee on leave of absence without pay (except military leave), does not accrue vacation leave, sick leave, or any other benefits, including seniority. No payments will be made to the pension system or health plan during this leave of absence, however, unless the employee agrees to reimburse the Borough's costs.
- C. A leave of absence shall not exceed three (3) months in length but, shall be re-evaluated every thirty (30) days by the Mayor and Council.
- D. Employees are required to notify the Borough of the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without notice may be considered a voluntary resignation.
- E. The Borough shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits. In no event shall the decision whether or not to grant a leave be precedential as to any other decision regarding a leave nor shall denial be the subject of a grievance.





**ARTICLE XXIII**

**NON-DISCRIMINATION**

Neither the Borough nor the Association shall discriminate against any employee because of race, creed, religion, color, age, sex, national origin, ancestry, physical handicap, medical condition, disability, marital status, veteran status, citizenship status, sexual orientation or other protected group status.

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**ARTICLE XXIV**

**BULLETIN BOARD**

The Borough will allow for the use of bulletin boards in non-public areas of Borough buildings for Association notices. These bulletin boards shall be used only for notices pertaining to Association business. It shall be the responsibility of Association representatives to supervise the posting of notices, which shall not include any political endorsements or political material.

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**ARTICLE XXV**

**ASSOCIATION BUSINESS**

- A. The Association will give the Borough a written list of the Association's elected officials and notify the Borough of any changes within two (2) working days.
- B. Collective negotiations shall be conducted by the duly authorized bargaining agents of each party.
- C. The Borough shall notify the President of the Association of any Association employee hired or terminated.

A handwritten signature in blue ink, consisting of several loops and a final crossbar, located in the bottom right corner of the page.

**ARTICLE XXVI**

**SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee, member or group of employees or members is held to be invalid by operation of law by any Court, administrative body, or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to said invalid provision only.

A handwritten signature in blue ink, consisting of a stylized 'R' followed by a vertical line and a horizontal stroke at the bottom.

**ARTICLE XXVII**

**SHOE ALLOWANCE**

The following positions shall receive one hundred twenty-five dollars (\$125.00) twice a year per position for a pair of safety tipped work shoes:

- Shade Tree and Parks Superintendent
- Assistant Shade Tree and Parks Superintendent
- Superintendent of Public Works
- Assistant Superintendent of Public Works
- Golf Manager/Superintendent
- Assistant Golf Superintendent
- Director of Building Department
- Health Officer/Director
- Director of Emergency Preparedness
- Director of Fire Prevention Bureau/Chief Fire Inspector

\*Assistant titles created by the Borough during the term of the contract will be eligible for the allowance



**ARTICLE XXVIII**

**LONGEVITY**

A. For employees hired prior to January 1, 1988, the following shall apply:

1. Effective on January 1st following completion of the designated year of service, longevity shall be computed upon the following schedule to a maximum of ten percent (10%).

<u>Years of Service</u>	<u>Percentage of Base Pay</u>
5	2.0%
6	2.4%
7	2.8%
8	3.2%
9	3.6%
10	4.0%
11	4.4%
12	4.8%
13	5.2%
14	5.6%
15	6.0%
16	6.4%
17	6.8%
18	7.2%
19	7.6%
20	8.0%
21	8.4%
22	8.8%
23	9.2%
24	9.6%
25	10%

B. Longevity will not apply to any new Supervisory employee hired on or after January 1, 1988.



**ARTICLE XXIX**

**DISCIPLINE**

No employee shall be discharged or disciplined without just cause.

Handwritten signature in blue ink, possibly reading "KC" or "K.C.", with a stylized flourish below it.

**ARTICLE XXX**

**COURSE REIMBURSEMENT**

A. Each employee shall be eligible for a maximum of Seven Hundred Fifty Dollars (\$750.00) tuition reimbursement annually for course work or educational programs including all associated miscellaneous fees to maintain or improve a current skill. Such course work shall be subject to the prior approval of the Mayor and Council as being in the Borough's best interests and such approval shall not be unreasonably denied.

B. Upon completion of such course work, an employee shall provide the Borough with a receipt or canceled check for the course taken and evidence of having received a passing grade for the course.

C. Courses where attendance by the employee is required by the Borough or by State statute shall be at the expense of the Borough and shall not be charged against the Seven Hundred Fifty Dollars (\$750.00) described herein.

D. Any employee who has taken a course relative to his/her position and for which course tuition reimbursement has been paid by the Borough shall remain in the employ of the Borough for at least two (2) years following the date of the completion of said course. In the event of a failure on the part of such employee to remain with the Borough, then said employee shall reimburse the Borough for the tuition paid.

D1 It is recognized that some course work and/or certification programs may exceed the annual allowable reimbursement. The Mayor and Council may authorize the participation in certification programs they deem beneficial to the Borough of Paramus and will extend the time frame for the employee to remain in the Borough employee by adding additional years of service specified in section 4 of this article. The formula would be the amount of the cost of the program divided by \$750. Example course cost  $\$3750/\$750 = 5$  years of service required. In the event the employee fails to remain with the Borough the employee will reimburse the Borough for the tuition paid. If the employee fails the court or the program, or drops out, or fails to acquire the certification, the Borough will be reimbursed the full amount and the Borough may deduct that amount from the employee's pay or separation pay.

Pro-rated reimbursement to the Borough; in cases of disability retirement due to health conditions reimbursement will be on a pro-rated bases.

Prior to entering any program under this article, the employee shall be provided a copy of this addendum and shall sign it to acknowledge their full and complete understanding of their obligations under it.

E. Members of the PSEA that are employed by any other government entity using their professional license will be reimbursed on a pro-rated basis, pro-rated to the number of municipalities utilizing the professional licenses for any continued education credit expenses.





**ARTICLE XXXI**

**BOROUGH VEHICLE POLICY**

- A. All Borough vehicles will bear the Borough Seal.
- B. No Borough vehicle shall be used for personal use.
- C. The following departments will be authorized the use of a Borough vehicle during their normal course of daily work:

- Chief Fire Inspector
- Superintendent of the Department of Public Works
- Superintendent of Shade Tree & Parks
- Health Officer/Director
- Building Department Director
- Golf Course Manager/Superintendent
- Recreation Director

- D. The following departments will be authorized the use of a Borough vehicle which may be taken off the premises overnight in order to be available for emergency response purposes. Any vehicle taken off the premises may not be used for any personal use, other than commuting or responding to an emergency.

- Chief Fire Inspector
- Superintendent of the Department of Public Works
- Building Department Director

- E. Employees hired after January 1, 2010 or transferred into a title within the Paramus Supervisory Employees Association shall not be permitted to take vehicles off premises overnight. Lateral transfers within the Paramus Supervisory Employees Association shall not be affected by this change.

- F. Violation of this Article shall subject the violator to disciplinary action.



**ARTICLE XXXII**  
**INDEMNIFICATION**

A. The Borough shall indemnify and save harmless all employees covered by the terms of this Agreement from and against any and all claims, actions, damages, liability, and expenses, including but not limited to attorney's fees and costs, which arise from the conduct, acts or omissions of those employees in the performance of their employment responsibilities, subject to the provisions hereinafter set forth. The Borough shall, at its own cost and expense, defend any and all claims, actions, suits and proceedings which may be brought against any employee with respect to the foregoing or in which they may be impleaded, commencing at the inception, of the claim, action, suit or proceeding. The Borough reserves the right to approve the employee's choice of an attorney for purposes of representation in the defense of such claim, action, suit or proceeding. The Borough shall pay, satisfy and discharge any and all judgments, orders and decrees which may be recovered against any employee in connection with the foregoing.

B. The provisions of this Article shall not be deemed applicable where such claims, action, suits and proceedings are commenced by the Borough itself, where the employee has been found to have acted with fraud or actual malice, or in cases of willful misconduct.

C. Since the Borough of Paramus prohibits harassment of its employees in any form, any individual charged with harassment in a civil action or by way of an administrative complaint shall be solely responsible for paying all costs of defense and/or any damages resulting therefrom which shall be awarded by a proper court of law or by an administrative hearing unless the Mayor and Council agree otherwise in writing.

**ARTICLE XXXIII**

**HOURS OF WORK**

A. The default hours of work for PSEA members is 8:30am to 4:30pm (i.e. normal Paramus operating hours). Flexibility in these hours is permitted with approval of Paramus' Administrator, recognizing that PSEA members are responsible and accountable for the operation of their respective departments and there may be occasions for flexibility from the default hours of work.

B. All personnel covered by this contract shall be prohibited from engaging in any outside employment during the normal working hours of their respective departments. Outside employment is defined as holding a position of employment which provides for financial gain. This provision shall not prohibit any PSEA member from performing work for a professional association, committee, task force, etc. directly involved in the employee's profession which was previously or subsequently approved by the Borough.

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**ARTICLE XXXIV  
PERFORMANCE EVALUATION INCENTIVE PLAN**

A. The Borough Administrator will conduct annual performance evaluation of Department Heads. Successful evaluation will warrant merit awards in the following amounts.

2017	\$300
2018	\$600
2019	\$900

It is understood that the Performance Evaluation Incentive Program is a trial/pilot program that may not be continued at the expiration of this agreement. It is mutually understood that the benefits of the Performance Evaluation Incentive Plan may be abandoned by the Borough at the conclusion of this agreement and not subject to the contract successor terminology within Article XXXV Section B.

The performance evaluation forms have been established by the Borough and may be subject to modification by the Borough during the term of this agreement.

It is understood that the Performance Evaluation Incentive Program is a trial/pilot program that may not be continued at the expiration of this agreement. It is mutually understood that the benefits of the Performance Evaluation Incentive Plan may be abandoned by the Borough at the conclusion of this agreement and not subject to the contract successor terminology within Article XXXV Section B.

The performance evaluation forms have been established by the Borough and may be subject to modification by the Borough during the term of this agreement.

Decisions on merit pay shall not be grievable and shall be subject to the managerial prerogative of the Borough Administrator. By agreeing to this article, the union and its members waive any claims at common law or under statute based on merit pay decisions, including:

federal laws, such as

Title VII of the Civil Rights of 1964;  
Sections 1981 through 1988 of Title 42 of the United States Code;  
The Civil Rights Act of 1991;  
The Equal Pay Act;  
The Americans with Disabilities Act;  
The Rehabilitation Act;



The Employee Retirement Income Security Act;  
The Worker Adjustment and Retraining Notification Act;  
The National Labor Relations Act;  
The Fair Credit Reporting Act;  
The Occupational Safety and Health Act;  
The Uniformed Services Employment and Reemployment Act;  
The Employee Polygraph Protection Act;  
The Immigration Reform Control Act;  
The Family and Medical Leave Act;  
The Genetic Information Nondiscrimination Act;  
The Federal False Claims Act;  
The Patient Protection and Affordable Care Act;  
The Consolidated Omnibus Budget Reconciliation Act;  
The Fair Labor Standards Act; and  
The Lilly Ledbetter Fair Pay Act.

And state laws, such as

The New Jersey Law Against Discrimination; the New Jersey Discrimination in Wages Law; the New Jersey Temporary Disability Benefits and Family Leave Insurance Law; the New Jersey Domestic Partnership Act; the New Jersey Conscientious Employee Protection Act; the New Jersey Family Leave Act; the New Jersey Wage Payment Act; the New Jersey Wage and Hour Law; the New Jersey Equal Pay Law; the New Jersey Occupational Safety and Health Law; the New Jersey False Claims Act; the New Jersey Smokers' Rights Law; the New Jersey Genetic Privacy Act; the New Jersey Fair Credit Reporting Act; the New Jersey Emergency Responder Leave Law; the New Jersey Millville Dallas Airmotive Plant Job Loss Notification Act (a/k/a the New Jersey WARN Act); and the retaliation provisions of the New Jersey Workers' Compensation Law.

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**ARTICLE XXXV**

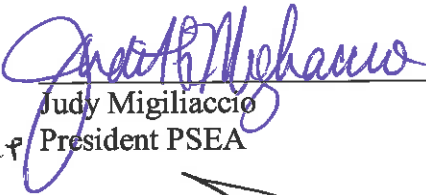
**TERMS OF AGREEMENT**

A. This Agreement shall be effective January 1, 2017, and shall have a term through December 31, 2019. The parties shall meet to negotiate a successor agreement pursuant to the rules of the Public Employment Relations Commission.


B. If a successor agreement is not executed by December 31, 2019, then this Agreement shall continue in full force and effect until a successor agreement is executed.


**PARAMUS SUPERVISORY  
EMPLOYEES ASSOCIATION**

**BOROUGH OF PARAMUS**

  
\_\_\_\_\_  
Judy Migiliaccio  
President PSEA  
Vice

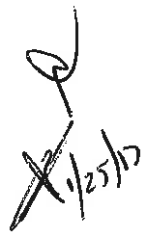
  
\_\_\_\_\_  
Richard LaBarbiera  
Mayor

  
\_\_\_\_\_  
Guy Picone  
Vice President, PSEA

  
\_\_\_\_\_  
1-25-2017  
Joseph O. D'Arco, MPA  
Borough Administrator

**ATTEST:**

  
\_\_\_\_\_  
Annemarie Krusznis, RMC  
Borough Clerk

  
1/25/17

# Exhibit A

